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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

Cases Reported this Week.

CURRENT TOPICS.

EVERYONE will rejoice at the inference of improved health afforded by the acceptance by Sir ARTHUR CHARLES of the judgship of the Court of Arches. Curiously enough, in our remarks on his retirement from the bench of the High Court (vol. 41, p. 381), we suggested that the office of Dean of Arches would be eminently appropriate for the exercise of the ability, learning, tact, and judgment which were lost to the public by his resignation, and we added that no selection could be better. We repeat this now with even greater emphasis, because circumstances have so altered that the possession of the qualities above mentioned has become more indispensable than ever in the holder of the office. At the same time we may be permitted to express an earnest hope that the new position may be only a preliminary step to the resumption by Sir ARTHUR CHARLES in some capacity or other of wider judicial duties. Never was there a judge by whom matters were more fairly and firmly dealt with or more justly and promptly adjudicated upon.

THE MONEY-LENDING BILL, should it become law, is likely to give rise to numerous questions such as that raised in the letter from Mr. KILNER, which we print elsewhere. Is a man who, instead of placing his money in ordinary investments, prefers to advance it on unusual security, such as second or third mortgages, at a proportionately higher rate of interest, but still in a manner perfectly fair, a money-lender within the provisions of the Bill? The answer depends solely upon the definition clause. "Money-lender" includes every person who "carries on the business of money-lending," but does not include "any pawnbroker or banker, or other person carrying on a commercial or general financial business in the course or for the purpose of which he may lend money." Now, every investment on mortgage involves the lending of money, but it may be taken to be clear that isolated investments would not constitute the carrying on of the business of money-lending. At what point the practice of advancing money becomes a business is a question which can hardly be answered save by the results of experience. The nature of the security on which the money is advanced seems to make no difference. It may be that a building society would be within

the Bill although precluded from lending except upon first mortgage; while occasional advances by a private individual, although on deficient security and at a high rate of interest, would be outside its provisions. Considering the many different ways in which money is advanced it will be one of the main difficulties of the clause, if passed in its present form, to determine when the money-lending becomes a "business."

Another aspect of the money-lending question is dealt with in an interesting pamphlet which we have received entitled "The Money-Lenders Bill from a Money-Lender's Point of View." The writer objects that the Select Committee dealt only with the dark side of the money-lending business. "The evidence," he says, "which the committee received related mainly to the excessive charges and the oppressive conduct of an extremely small number of money-lenders, whose methods are as much abhorred by the bulk of the profession as they are by the public at large." Some startling figures are given as to the actual expenses of carrying on a money-lender's business which make it appear that the 10 per cent. proposed in the Bill as the normal and proper rate of interest is placed somewhat low. The total amount of cash advanced in the writer's business during a period of twelve years was £647,810. Various expenses absorbed 6·41 per cent. of this sum, and bad debts a further 6·94. Thus the total percentages of expenses and bad debts was 13·35. The average duration of the loans was nine months, so that 3·75 per cent. is added as the proportionate part of the ordinary rate of 5 per cent. on the capital employed. Thus 17·10 per cent. had to be obtained from the borrowers before there was any remuneration to the writer of the pamphlet for his labour in management or any profit was obtained. In fact the average rate charged was 23·8 per cent., leaving a margin of 6·7 per cent. over expenses and bad debts available as remuneration for management and for profit. In connection with these figures it should be observed that the amount of the loans averaged about £30 each, and that the security was usually no more than the promissory note of the borrower. There seems to be no reason to doubt the figures, and they suggest, that before judges are able to determine upon the reasonableness of the rate of interest charged by money-lenders, they will have to obtain an intimate knowledge of the circumstances of a money-lender's business.

Under section 15 of the Wills Act, 1837, a gift in a will to an attesting witness is void, though the validity of the will is not otherwise affected. This provision has in several cases given rise to difficulty when there is a will and a codicil, and only one instrument has been witnessed by the person whose legacy is in question. But in *Re Trotter*, just decided by Byrne, J., the difficulty was increased by the fact that there were two codicils, and that the legatee had witnessed the will and the second codicil, but he had not witnessed the first codicil. It was held in *Allen* v. *Maddock* (11 Moo. P. C. 427), that a reference in a duly executed codicil to a former imperfectly executed will amounts to a republication of the will so as to cure any defect in its execution; and in *Anderson* v. *Anderson* (L. R. 13 Eq. 381) the same principle was applied to save a gift in the will to an attesting witness when the gift was confirmed by a codicil which was not attested by the legatee. By virtue of the codicil the gift is made afresh, and there is upon this renewal nothing to invalidate it. So far the circumstances in *Re Trotter* were the same. A will authorized a solicitor-trustee to charge costs, and the solicitor was an attesting witness. The will was referred to in a codicil which the solicitor did not attest. This reference was equivalent to a republication, and the allowance of costs to the solicitor was made good. But then came a second codicil, which the solicitor did attest, and which expressly confirmed the will and the first codicil. Was this to be taken as avoiding the curative effect of the first codicil and depriving the solicitor of the benefit which was intended for him?

To answer the above question it is necessary to notice that a gift once effectually made by will is not invalidated by the fact that the will is referred to in a codicil attested by the legatee. This was decided by Kindersley, V.C., in *Gurney* v. *Gurney* (3 Drew. 208). Section 15 of the Wills Act only annuls the gift made by the instrument which the donee attests, and if a legatee named in a will does not attest the will, he is safe, notwithstanding that he attests a codicil by which the will is republished. The same rule was followed by North, J., in *Re Marcus* (57 L. T. 399). In other words, the will is treated as a separate instrument, so as to preserve gifts well made under it, although it is republished by a codicil under which the gifts, if then for the first time made, would be void. It is sufficient, as Byrne, J., in *Re Trotter* pointed out, if the legatee can point to some instrument not attested by himself under which his legacy arises. Hence, on the one hand, assuming the legacy to be given by the will and the legatee to be an attesting witness, it is sufficient if the will is referred to in a codicil which the legatee does not attest. In favour of the legatee the gift is now treated as a fresh gift arising under the codicil. On the other hand, where the legatee does not attest the will, he is not prejudiced by attesting the codicil. His interests are preferred to strict logic, and the gift is treated as arising under the will. The result arrived at by Byrne, J., in the present case is the natural corollary from the above principles. The gift which was void under the will was good under the first codicil. The solicitor therefore had an instrument—namely, the first codicil—to which he could point as giving him his costs, and being thus protected, he did not lose his advantage by the subsequent revival of the will and first codicil by the second codicil to which he was an attesting witness.

Though the contrary view was formerly maintained, owing in great measure, if not entirely, to the *dictum* of Lord Truro, C., in *Owen* v. *Homan* (3 Mac. & G. 378, 397), it has long been regarded as settled law that the contract of guarantee, unlike that of insurance, is not one *uberrimæ fidei*—that is to say, it is not a contract requiring on the part of the person obtaining it (*i. e.*, the creditor) a full disclosure of all facts and circumstances affecting the risk to be undertaken by the surety, and, therefore, vitiated by the non-disclosure thereof, whether innocent or fraudulent: see *Davies* v. *London and Provincial Marine Insurance Co.* (26 W. R. 794, 8 Ch. D. 469), *North British Insurance Co.* v. *Lloyd* (10 Exch. 523). This distinction between the two forms of contract above mentioned was fully sustained by the Court of Appeal in the recent cases of *Seaton* v. *Heath* and *Seaton* v. *Burnand*, which were tried together, and in each of which the defence raised was that a contract by underwriters at Lloyd's, guaranteeing the solvency of a surety for the maker of a promissory note, was vitiated by misrepresentation or concealment of material facts. In directing a new trial of these actions, on the ground of misdirection, the court held that the transaction between the parties was clearly one of insurance and not of suretyship, since the contract in question guaranteed no third party's debt, but only covered the risk of a surety for such debt becoming insolvent. As, however, Romer, L.J., carefully pointed out, the difference between the two forms of contract under consideration does not depend upon the essential difference between the word "insurance" and the word "guarantee," but upon the substance of the contract actually entered into by the parties, and the obligation imposed upon a party to a contract *uberrimæ fidei* to spontaneously disclose all material facts affecting the risk undertaken is by no means confined to marine, life, and fire insurances, but extends to other insurances of a totally different nature.

It is well settled that when a covenant in a lease against assigning or sub-letting without the consent of the lessor contains a proviso that such consent is not to be withheld arbitrarily, or is not to be withheld from an assignment or sub-letting to a responsible tenant, a failure on the part of the lessor to observe the proviso leaves the lessee at liberty to assign or sub-let without consent: *Treloar* v. *Bigge* (L. R. 9 Ex. 151.) "The true interpretation of the words," said Amphlett, B., in the case just cited, "is to release the [lessee] from his covenant not to assign without the [lessor's] assent

that assent is arbitrarily withheld." Having got so far, it seems to be of little consequence whether application to the lessor for his consent is made or not. In either case the result is the same. Assuming the circumstances to be such that a refusal would be improper, it is no more than a form to refer the matter to the lessor. In *Hyde* v. *Warden* (3 Ex. D., p. 81) the judgment of the Court of Appeal seems to support the view that an application is unnecessary. There the consent was not to be withheld from an assignment to a respectable and responsible person, and, the assignee fulfilling this requirement, it was held that he was not liable to be ejected, notwithstanding that consent had not been obtained, and had apparently not been applied for. But a stricter rule was adopted by the Court of Appeal in *Barrow* v. *Isaacs & Son* (1891, 1 Q. B. 417), and this later decision has now been preferred to *Hyde* v. *Warden* by the Court of Appeal in *Eastern Telegraph Co.* (*Limited*) v. *Dent* (reported elsewhere). In *Barrow* v. *Isaacs & Son* no objection lay against the sub-lessee personally, but the fact that an application had not been made for the lessor's consent was held to constitute a breach of covenant entitling the lessor to re-enter, and no relief could be given in equity on the ground that the omission to ask for the consent was due to an oversight. Similarly in the present case, although the lessor would have been unable to prevent the sub-letting if his consent had been applied for, yet, as this formality had not been observed, a forfeiture had been committed, and no relief was possible. A court of equity, said A. L. SMITH, L.J., will not relieve against an express bargain between a landlord and tenant when the bargain has been broken. But though no relief can be given in equity, there seems to be good reason why such cases should be included in the statutory relief.

IN THE CASE of *Hoddinott* v. *Newton, Chambers, & Co.* the Court of Appeal had once more to consider a claim under the Workmen's Compensation Act, 1897, in respect of an accident alleged to have occurred in the course of employment about a building "which exceeds 30 feet in height, and is either being constructed or repaired by means of a scaffolding, or being demolished." The building in question measured 28 feet from the ground to the parapet and 36 feet from the ground to the top of the roof. The actual building had been completed six months before the accident occurred, but the owners, thinking that it required strengthening, employed the defendants, a firm of ironmasters, to put in iron stays fastening together the columns and girders in the interior. The deceased workman was employed by the defendants in this operation, and to enable him to do his work he was standing on a plank supported by trestles 8 feet in height, which were placed inside the building; his death was caused by a fall from this plank. It was argued for the defendants that to bring a case within the words of section 7 (1) above quoted, the scaffolding as well as the building must be at the height of 30 feet from the ground. Lord Justice A. L. SMITH declined to read this requirement into the language of the section. Lord Justice COLLINS, while not dissenting from this decision, pointed out the difficulty of supposing that the Legislature, in fixing an arbitrary height of 30 feet for the building, and requiring that a scaffolding should be used in connection with the work, did not intend that there should be some relation between the required height and the risk to the workman. It certainly seems illogical and absurd that employment on a scaffolding at a height of four or five feet from the ground used in connection with a building 30 feet high should be within the Act, whereas if both the top of the building and the scaffolding were 29 feet from the ground the case would be outside the statute. But it is perhaps idle to seek for logical principles in this Act. In the present case all the lords justices were of opinion that the building was neither being "constructed" nor "repaired" within the meaning of the section. The claim therefore failed upon that ground. In *Rees* v. *Thomas* (also decided last Saturday) the deceased workman met his death while attempting to stop a runaway horse belonging to his employers: this was no part of the duties of his employment as fireman in a colliery, and he was at the time of the accident travelling on a truck along a tramway belonging to the colliery in contravention of the orders of his employers. The court, however, held that the accident was not attributable to the "serious and wilful misconduct" of the deceased. Hence he was not disentitled to compensation on that ground, and in such a case of emergency he was justified in acting outside the ordinary scope of his employment.

THE SYSTEM FOR MAKING RULES OF THE SUPREME COURT.

IV.—THE REMEDY FOR ITS DEFECTS.

IT may, we think, be reasonably claimed for our preceding articles on this subject that they have shewn both that the present system for making rules of the Supreme Court is defective and also the nature of its defects. The Rule Committee is overweighted with a class of work the due performance of which requires a practical knowledge of details which its members do not and cannot possess, and an acquaintance with public requirements on minor matters beyond the reach of their observation which it is almost impossible for them to attain. The question remains to be considered how these defects are to be remedied.

When the county courts require rules they can only be obtained with the sanction of the Rule Committee of the Supreme Court. They are settled by judges of county courts and passed by the Rule Committee. Here, at any rate, is the suggestion of a different system which works well. In matters of detail the Rule Committee no doubt accept with confidence the proposals of the judges of county courts. In matters of principle it exercises a control which operates to maintain uniformity between procedure in the High Court and the county court.

We venture to suggest that the principle underlying this system might be applied with equal advantage to the system for making rules regulating procedure in the High Court. A subordinate committee working with authority under the Rule Committee, chosen from the various official bodies and classes whose daily work consists in administering the rules of procedure in all its branches, and containing representatives of both branches of the legal profession, would enormously strengthen the hands of the Rule Committee, without in any way weakening its authority.

We do not disguise from ourselves that some slight difficulty might arise at first in constituting such a committee and in clearly defining its scope of operations. The selection of its members would naturally rest with the Lord Chancellor, as head of the Supreme Court, and we do not anticipate for a moment that the task of selecting and securing the services of official and non-official persons thoroughly versed in procedure would be insuperable. It might be worth considering whether the chairman of this body should not be an *ex officio* member of the Rule Committee, or whether this committee should have power to elect and nominate for the Lord Chancellor's approval one of its members to be appointed to represent it at the meetings of the Rule Committee. If wise counsels were to prevail in constituting this body the selection would not necessarily be confined within too exclusive limits. Actual knowledge of procedure should be the one essential qualification, and not necessarily professional qualification. For example, to be of the highest practical use, one or two representatives nominated by the Solicitors' Managing Clerks' Association would be essential. There are no persons connected with the law who possess such an intimate and varied knowledge of procedure in all its branches as solicitors' managing clerks, and their co-operation in suggesting improvements and removing causes of friction and obscurities and contradictions from the code of rules would be simply invaluable.

The scope of operations of this committee or board, or whatever it might be called, would extend in two separate directions. It would receive instructions from the Rule Committee to settle draft rules directed to give effect to any change or development which the judges might decide on adopting, and it would be empowered to submit to the Rule Committee draft rules initiated by itself. It would, of course, be empowered, within proper limits, to employ professional assistance.

Let us consider how such an arrangement, if it existed, would work at the present moment. This proposed committee would

be enabled to speak with a weight which could not be ignored on the necessity for a thorough and complete revision, simplification, and condensation of the rules. It could suggest improvements of procedure in matters such as those we have referred to with which its members would be familiar, but of which the Rule Committee probably remain ignorant. It could call attention, and make suggestions with regard to the contradictory provisions in the rules which we have pointed out. It would, in fact, bring to the service of the rule-making authority of the Supreme Court just that practical knowledge of procedure, and of the working of the rules, and of the real needs of litigants, which is at present conspicuous by its absence. And it would relieve the Rule Committee of that part of its work of rule—making which, from lack of practical knowledge of details and lack of time, it is not well qualified to perform.

It could not be said that such an arrangement as we have suggested would in any way weaken the authority of the Rule Committee. On the contrary it would, we believe, greatly strengthen it. Such an alteration of system could only be initiated by the Rule Committee itself, and our feeling of confidence in the earnest desire of that body to safeguard the interests of litigants is so great that we have no doubt our criticisms and suggestions will receive impartial consideration.

SECURITIES TO COVER FURTHER ADVANCES.

The recent decision of the Court of Appeal in *West* v. *Williams* (47 W. R. 308) disposes of a point which was left open by the well-known decision of the House of Lords in *Hopkinson* v. *Rolt* (9 W. R. 900, 9 H. L. C. 514). The latter case established the rule that where a mortgage to A., given to secure a present debt and future advances, is followed by a second mortgage to B., and A. has notice of the second mortgage, he cannot rely upon his first mortgage as giving him priority over B. in respect of further advances made after he has received such notice. But to a certain extent the decision went upon the ground that A. was under no obligation to make any further advances, and it has been possible, therefore, to argue that, in a case where such an obligation exists, the rule of *Hopkinson* v. *Rolt* does not apply. This was the view taken by Kekewich, J., in *West* v. *Williams* (46 W. R. 362), but it was overruled by the Court of Appeal (Lindley, M.R., Chitty and Vaughan Williams, L.JJ.), and very convincing reasons were given why the original obligation on the part of the first mortgagee makes no difference. He engages to make the further advances upon the understanding that his security will cover them. As soon, however, as the mortgagor has gone elsewhere to borrow, and has created a charge on the property in favour of a second mortgagee, he is no longer in a position to give the first mortgagee the security which is expected, and the obligation to make the further advances is at an end.

The doubt which, prior to *Hopkinson* v. *Rolt*, existed as to the position of a first mortgagee under the above circumstances is shewn by the dissentient judgment of Lord Cranworth in that case. It is assumed that the second mortgagee, when he advances his money, is aware of the existence of the first mortgage and of its nature, and upon this knowledge the fairness of the rule which Lord Cranworth deemed to be correct depended. Mortgages, he said, are but contracts, and when once the rights of parties under them are defined and understood, it is impossible to say that any rule regulating their priority is unjust. "If," he continued, "the law is once laid down and understood, that a person advancing money on a second mortgage with notice of a first mortgage covering future as well as present debts, will be postponed to the first mortgagee, to the whole extent covered or capable of being covered by his prior security, he has nothing to complain of. He is aware when he advances this money of the imperfect nature of his security, and acts at his peril." On the face of it this reasoning sounds good enough. An intending second mortgagee is, under the circumstances assumed, able to protect himself by refusing to make the advance so soon as he discovers the nature of the first mortgage. It omits to notice, however, the hardship on the mortgagor, who, when he has once given a first mortgage extending to further advances, would be precluded afterwards from borrowing elsewhere. Accordingly the majority of the House of Lords held that the law had not been previously settled in the sense indicated by Lord Cranworth, and they refused so to settle it. Lord Campbell, C, relied upon the freedom which should be left to the mortgagor and upon the fact that the second mortgage was no injury to the first mortgagee. "Although," he said, "the mortgagor has parted with the legal interest in the hereditaments mortgaged, he remains the equitable owner of all his interest not transferred beneficially to the mortgagee, and he may still deal with his property in any way consistent with the rights of the mortgagee. How is the first mortgagee injured by the second mortgage being executed, although, the first mortgagee having notice of the mortgage, the second mortgagee should be preferred to him as to subsequent advances? The first mortgagee is secure as to past advances, and he is not under any obligation to make any further advances. He has only to hold his hand when asked for a further loan."

The phrase used by Lord Campbell in this passage—"he is not under any obligation to make further advances"—suggests the question which has been raised in *West* v. *Williams* (*supra*). Into the facts of that case it is not for the present purpose necessary to enter. It is sufficient to say that A., upon taking a mortgage which, under the circumstances, had priority over a previous mortgage to B., covenanted to make further advances to the mortgagor. A. made such further advances after he had received notice of B.'s mortgage, and claimed priority also in respect of the further advances. Kekewich, J., as already intimated, was of opinion that the existence of the covenant justified him in this claim. "It seems to me," he said, "that if once you introduce the element of obligation to make further advances, the authority of *Hopkinson* v. *Rolt* becomes inapplicable, and that view is supported by more than one passage in the judgments of the Lord Chancellor and Lord Chelmsford in the House of Lords." But although *Hopkinson* v. *Rolt* undoubtedly contemplated that the first mortgagee was not under any obligation to make further advances, the actual effect of the existence of such an obligation was not considered. Nor was it in *Bradford Banking Co.* v. *Briggs* (35 W. R. 521, 12 W. R. 29), where, again, the absence of the obligation was referred to. "It seems to me," said Lord Blackburn, speaking of the rule in *Hopkinson* v. *Rolt*, "to depend entirely upon what I cannot but think a principle of justice—that a mortgagee who is entitled, *but not bound*, to give credit on the security of property belonging to the debtor, cannot give that credit after he has notice that the property has so far been parted with by the debtor."

But even when the first mortgagee has placed himself initially under an obligation to make further advances, it does not follow that the obligation will continue to exist when the mortgagor has himself put it out of his power to give the security contracted for. It is assumed that the mortgagor has not covenanted to take the further advances, and the matter still depends upon the freedom secured to him by *Hopkinson* v. *Rolt* to go where he chooses for a further advance. If he does go elsewhere than to the first mortgagee, the latter is released from any further liability under his covenant. The result is plainly put by Lindley, M.R: "Even if the mortgagee has agreed to make further advances on the property mortgaged to him, the mortgagor is under no obligation to take further advances from him and from no one else, and if the mortgagor chooses to borrow money from someone else and to give him a second mortgage, the mortgagor thereby releases the first mortgagee from his obligation to make further advances. Whatever prevents the mortgagor from giving to the first mortgagee the agreed security for his further advances releases the first mortgagee from his obligation to make them." The cardinal point, therefore, is the liberty of the mortgagor to go where he pleases for his second advance. The second mortgagee gets a good title subject to the amount actually due on the first mortgage, and any obligation under which the first mortgagee may have been to make further advances is discharged.

CORRESPONDENCE.

THE MONEY-LENDERS BILL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have read with interest your article appearing on pp. 273-4 of the SOLICITORS' JOURNAL of the 25th of February, 1899, with reference to the Bill for regulating money-lending, and I would like to ask you a question which appears to be of importance to solicitors other than myself.

I have a client whose estate consists almost entirely of money, and my client prefers as his mode of investment to lend money on mortgage, as he thereby secures a fair rate of interest for his money without the burden of looking after property, and without the cost entailed in purchasing. Sometimes he has elected to advance money on second or even third mortgage, and naturally has received for same a higher rate of interest, perhaps 10 per cent. or even more. There is nothing extortionate in it.

The question I wish to ask you is: Is my client a money-lender within the terms of the Bill, and will it be necessary for him to be registered as a money-lender? My client merely receives his simple interest and the return of the capital sum, and in no case has he taken possession or in any other way oppressed the borrower. The amount has invariably been paid off at the convenience of the mortgagor, and the mortgagee and mortgagor have always parted the best of friends. G. E. HUGO KILNER.

4, 5, and 6, Great St. Helen's, E.C., 24th March, 1899.

[See observations under "Current Topics."—ED. *S.J.*]

CASES OF THE WEEK.

Court of Appeal.

PEMBERTON *v.* **HUGHES.** No. 2. 24th, 26th, and 27th Jan.; 16th Feb.

HUSBAND AND WIFE—DIVORCE—FOREIGN LAW—JURISDICTION—DIVORCE PRONOUNCED BY COURT COMPETENT TO DEAL WITH THE CASE—IRREGULARITY WHICH, BY THE FOREIGN LAW, DEPRIVES THE COURT OF JURISDICTION AND MAKES THE DIVORCE VOID—VALIDITY OF SUCH DIVORCE IN ENGLAND.

This was an appeal by the plaintiff from a decision of Kekewich, J. The learned judge had decided that a divorce pronounced in Florida between the plaintiff and one Holmes Erwin, then her husband, was decreed without jurisdiction, and was therefore void, and had dismissed the plaintiff's action claiming a jointure of £200 a year, to which, if her subsequent marriage with Francis Alexander Richard Pemberton was valid, she was entitled under his will.

THE COURT (LINDLEY, M.R., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) allowed the appeal.

LINDLEY, M.R., read the following judgment: The plaintiff in this action claims to be entitled to a jointure of £200 a year under the will of Francis A. R. Pemberton, who died on the 2nd of August, 1892. The plaintiff's right to this sum depends upon whether she is the widow of the testator, and this depends upon the validity of their alleged marriage, and this depends upon the validity of a previous divorce of the lady from a former husband of the name of Erwin. Kekewich, J., has held the divorce invalid, and has dismissed the plaintiff's action with costs. From this decision she has appealed. The material facts are as follow. In February, 1884, the plaintiff and Erwin, who were both domiciled and resident in the State of Florida, were married in that country according to the laws thereof. On the 18th of January, 1888, Erwin—the plaintiff and her husband being then in Florida—sued the plaintiff for and obtained a decree for divorce. The decree was pronounced by a court having jurisdiction in Florida to pronounce divorces between persons domiciled and resident in Florida, and the decree has never been set aside or reversed. It stands as a final and subsisting decree. Its validity is, however, impeached by the defendants on grounds which will be stated presently. On the 20th of December, 1890, Erwin being still alive, the plaintiff and Mr. Pemberton married in Florida; they lived together as man and wife until his death in August, 1892. Under the will and codicil of his grandfather Mr. Pemberton was entitled to certain estates in this country for his life, and he had power to charge them with an annuity or jointure of £200 a year in favour of any woman whom he should marry. In exercise of this power he made a will appointing the £200 a year to the plaintiff. The defendants, who are entitled to the estates, dispute the validity of the appointment, and contend that the decree divorcing the plaintiff from her former husband, Erwin, was void and of no effect by the law of Florida. It is proved that by the law of Florida suits for divorce are commenced by a bill (*i.e.*, a petition) presented to a judge of a circuit court sitting in Chancery. The statements are verified by a short affidavit by the plaintiff made before a notary of the court. The bill and affidavit are then filed in the office of the clerk of the court. A subpœna to appear addressed to the defendant is then issued under the seal of the court. The time for appearance must not be less than ten clear days from the issue of the subpœna. The subpœna is sent to the sheriff for service, and it must be served ten days before the time for appearance. When served the subpœna is returned and filed in the office of the clerk of the court which issued it. If the defendant does not appear, a *præcipe* for a decree *pro confesso* is obtained by the plaintiff and is filed with the clerk of the court, and after a certain time a decree *pro confesso* under the seal of the court is entered by him. This, however, is not the final decree. Before that is obtained evidence in support of the plaintiff's case is taken before the Master. He certifies it to the court, and the evidence and his certificate are then filed in the proper office. Before the case is brought before the court for final decision a short summary of the proceedings, with their dates, called "step notes," is prepared, and is signed by the clerk of the court and is filed. The papers and proofs are then laid before the judge, and if he is satisfied with them a decree for divorce is pronounced, and is drawn up and signed by the judge and filed. The above procedure was followed by Erwin, and save in one respect everything was perfectly regular. His bill was duly presented and filed in the proper court on the 25th of November, 1887; a subpœna was duly served on his wife. She did not appear. All subsequent steps were duly taken, and on the 18th of January, 1888, a final decree was pronounced against her, which is as follows. [His lordship read the decree, and proceeded:] The decree was filed on the 28th of January, 1888. It has now been ascertained that the *subpœna* to appear did not leave ten clear days between the date of the writ and the time for appearance. The subpœna was dated the 25th of November, 1887, and the time fixed for the wife's appearance was the 5th of December, 1887—*i.e.*, ten days, but not ten clear days, after the 25th of November, 1887. The writ was, in fact, served on the wife on the 25th of November, so that the rule as to service was complied with, and no application to the clerk to enter a decree against her was applied for until the 2nd of January, 1887. There are no grounds whatever for saying that she did not know of the proceedings, nor that she had not time to enter an appearance on or before the 5th of December, nor that she had no opportunity of defending herself. Moreover, she is not herself questioning the validity of the decree of divorce; on the contrary, she maintains it was and is perfectly valid. The defendants, however, contend, and they have adduced expert evidence to prove, that as the subpœna to appear did not give the wife ten clear days for appearance the subpœna was not irregular only, but absolutely void, so that all subsequent proceedings were void also, and that the court had no jurisdiction to pronounce any decree against the wife. The defendants further contend that, the decree being wholly void by the law of Florida, it must be treated as wholly void by this and all other civilized countries. The evidence of the law of Florida is not to my mind so clear as to convince me that the decree, standing as it does unimpeached, could be treated in a collateral proceeding as wholly null and void even in Florida. Mr. Struntz, the plaintiff's expert, does not take that view of the law. It is true that in two passages of his cross-examination (pp. 29-31) he says that if proper proceedings were not taken the court would not have jurisdiction, but he insists that as the wife was served in the time, the defect in the subpœna was not fatal to the jurisdiction of the court. The defendants' expert, Mr. Warts, unquestionably goes much further, and says that Mrs. Pemberton and Mr. Erwin, who also married after the divorce, could be both convicted in Florida of bigamy notwithstanding the decree. But even Mr. Warts says that the defect in the writ of subpœna would have been cured by the wife's appearance (see p. 42), which makes me hesitate in saying that I am satisfied that the decree is void, even by the law of Florida, for want of jurisdiction. The court which pronounced the decree ought to be credited with knowing what irregularities (if any) were fatal to its jurisdiction and what were not, and the court had before it all the materials necessary for forming a judgment, and oversight or carelessness ought not to be presumed by us. Although, therefore, Kekewich, J., considered Mr. Warts a more satisfactory witness than Mr. Struntz, I could not myself without further information come to the same conclusion as the learned judge as to the utter worthlessness, even in Florida, of the decree which the defendants impeach. Further information on this point could be procured, if necessary, under the provisions of 24 & 25 Vict. c. 11, but, in my opinion, it is not necessary to pursue this question further. Assuming that the defendants are right, and that the decree of divorce is void by the law of Florida, it by no means follows that it ought to be so regarded in this country. It sounds paradoxical to say that a decree of a foreign court should be regarded here as more efficacious, or with more respect, than it is entitled to in the country in which it was pronounced. But this paradox disappears when the principles on which English courts act in regarding or disregarding foreign judgments are borne in mind. If a judgment is pronounced by a foreign court over persons within its jurisdiction and in a matter with which it is competent to deal, English courts never investigate the propriety of the proceedings in the foreign court, unless they offend against English views of substantial justice. Where no substantial justice, according to English notions, is offended, all that English courts look to are the finality of the judgment and the jurisdiction of the court, in this sense and to this extent—viz., its competence to entertain the sort of case which it did deal with, and its competence to require the defendant to appear before it. If the court had jurisdiction in this sense and to this extent, the courts of this country never inquire whether the jurisdiction has been properly or improperly exercised, provided always that no substantial injustice, according to English notions, has been committed. There is no doubt that the courts of this country will not enforce the decisions of foreign courts which have no jurisdiction in the sense above explained—*i.e.*, over the subject-matter or over the persons brought before them. [His lordship referred to *Schibsby* v. *Westenholz* (19 W. R. 587, L. R. 6 Q. B. 155), *Rousillon* v. *Rousillon* (28 W. R. 623, L. R. 14 Ch. D. 351), *Price* v. *Dewhurst* (4 My. & Cr. 76), *Buchanan* v. *Rucker* (9 East 192), *Sirdar Gurdyal Singh* v. *Rajah of Faridkote* (1894, A. C. 670).] But the jurisdiction which alone is important in these matters is the competence of the court in an international sense—*i.e.*, its territorial competence over the subject-matter, and over the defendant. Its

competence or jurisdiction in any other sense is not regarded as material by the courts of this country. This is pointed out by Mr. Westlake (Int. Law, s. 308) and by Foote (Private Int. Jur., 2nd ed., p. 547), and is illustrated by *Vanquelin* v. *Bouard* (12 W. R. 128, 15 C. B. N. S. 341). That was an action on a judgment obtained in France on a bill of exchange. The court was competent to try such actions, and the defendant was within its jurisdiction. He let judgment go by default, and in the action in this country on the judgment he pleaded that by French law the French court had no jurisdiction, because the defendant was not a trader and was not resident in a particular town where the cause of action arose. In other words, the defendant pleaded that the French action was brought in the wrong court (see the 13th plea). The Court of Common Pleas held the plea bad, and that the defence set up by it should have been raised in the French action. The French action in *Vanquelin* v. *Bouard* was an action *in personam*, and the parties to the action in France were also the parties to the action brought in this country on the French judgment. The decision, therefore, does not exactly cover the present case, but it goes far to shew that the defendants' contention in this case cannot be supported. The defendants' contention entirely ignores the distinction between the jurisdiction of tribunals from an international, and their jurisdiction from a purely municipal, point of view. But that distinction rests on good sense, and is recognized by modern writers on private international law: see Westlake and Foote (*ubi supra*); Piggott on Foreign Judgments, p. 129, *et seq.*, [His lordship also referred to Wharton's International Law, ss. 792, 801, 812, and Dicey's Conflict of Laws, pp. 361, 400, and proceeded:] It may be safely said that, in the opinion of writers on international law and for international purposes, the jurisdiction or the competency of a court does not depend upon the exact observance of its own rules of procedure. The defendants' contention is based upon the assumption that an irregularity in procedure of a foreign court of competent jurisdiction in the sense above explained is a matter which the courts of this country are bound to recognize if such irregularity involves nullity of sentence. No authority can be found for any such proposition, and, although I am not aware of any English decision exactly to the contrary, there are many which are so inconsistent with it as to shew that it cannot be accepted. A judgment of a foreign court having jurisdiction over the parties and subject-matter—*i.e.*, having jurisdiction to summon the defendants before it and to decide such matters as it has decided—cannot be impeached in this country on its merits: *Castrique* v. *Imrie* (19 W. R. 1, L. R. 4 H. L. 414, *in rem*), *Godard* v. *Gray* (19 W. R. 348, L. R. 6 Q. B. 139, *in personam*), *Messina* v. *Petrococchino* (20 W. R. 451, L. R. 4 P. C. 144, *in personam*). It is quite inconsistent with those cases and also with *Vanquelin* v. *Bouard* (*ubi supra*) to hold that such a judgment can be impeached here for a mere error in procedure. And in *Castrique* v. *Imrie* (*ubi supra*) Lord Colonsay said that no inquiry on such a matter should be made (p. 448). A decree for divorce, altering, as it does, the *status* of the parties and affecting, as it may do, the legitimacy of their after-born children, is much more like a judgment *in rem* than a judgment *in personam*: see *Niboyet* v. *Niboyet* (27 W. R. 203, 4 P. D. 1, 12). And where there are differences between the two, the decisions on foreign judgments *in rem* are better guides for the determination of this case than decisions on foreign judgments *in personam*. The leading cases on foreign judgments *in rem* are: (1866) *Doglioni* v. *Crispin* (L. R. 1 H. L. 301), (1870) *Castrique* v. *Imrie* (*ubi supra*), (1887) *Re Trufort*, *Trafford* v. *Blanc* (36 W. R. 163, 36 Ch. D. 600). There is nothing, however, in the decisions in those cases to assist the defendants. On the contrary the judgments delivered in them are, in my opinion, adverse to the defendants' contention. [His lordship read and commented on the judgment in *Doglioni* v. *Crispin* (*ubi supra*), and continued:] It is necessary, however, to bear in mind that undefended proceedings for divorce require to be very narrowly scrutinized, for such divorces may be easily connived at. It is unnecessary to consider whether an English court would recognize a foreign divorce proved to have been obtained by collusion even if the parties divorced were foreigners domiciled and resident within the jurisdiction of the foreign court. No collusion is relied upon or proved in the present case. If, therefore, the principles above explained are correct, I see no ground on which an English court can refuse to recognize the validity of the divorce in question in this case, unless it be on one or other of the two following grounds—viz.: (1) that a foreign divorce decree pronounced in an undefended action will never be recognized in this country, or (2) that the courts of this country will not recognize any divorce even of foreigners for any other causes other than those for which a divorce can be obtained in this country. To lay down now for the first time either of these doctrines is, in my judgment, quite impossible, nor were they alluded to by counsel. I thought it, however, desirable to mention them in order that it might not be supposed that they had been overlooked. In the result the appeal must be allowed and the judgment reversed and a declaration be made that the plaintiff is entitled to the £200 a year, with an account and order for payment. The defendants must pay the costs of the action and of the appeal.

Rigby and Vaughan Williams, L.JJ., read judgments to the same effect.

A stay of execution as to arrears of the annuity was granted, with a view to an appeal to the House of Lords, but future payments were ordered to be made as they became due.—Counsel, *Jelf*, Q.C., *Dicey*, Q.C., and *John Henderson*; *Warrington*, Q.C., and *A. R. Ingpen*. Solicitors, *Frere, Cholmeley, & Co.*; *Hoppoods & Dowson*.

[Reported by R. C. Mackenzie, Barrister-at-Law.]

BARNES AND ANOTHER v. GLENTON, LEWIS, & SAUNDERS. No. 1. 24th March.

Limitations, Statute of—Mortgagor and Mortgagee—Mortgage by Trustees—Retirement of One Trustee—Payment of Interest by Co-Trustees—Claim after Twelve Years—Limitation Act, 1623 (21 Jac. 1, c. 16), s. 3—Mercantile Law Amendment Act, 1856 (19 & 20 Vict. c. 97), s. 14—Real Property Limitation Act, 1874 (37 & 38 Vict. c. 57), s. 8.

Appeal by the defendant Lewis from the judgment of Lord Russell of Killowen, C.J., entered for the plaintiff at the trial of the action. The action was brought to recover money lent and interest. The defendants were the trustees of the will of Lewis Glenton, who died in 1873. In 1882 the defendants, being as such trustees entitled to the beneficial interest in certain mortgage securities, obtained an assignment of the mortgage securities from the person in whom the legal estate was vested to the plaintiffs, to secure an advance of £1,650. The defendants were no parties to these deeds of assignment. A deed bearing even date was, however, executed, to which the plaintiffs and defendants were parties, which recited the above deeds of assignment, and provided that the moneys advanced by the plaintiffs should be a first charge upon the transferred mortgage securities, and that no step should be taken against the mortgaged property or the persons entitled to redeem without consent in writing of the defendants, such consent only to be refused in case the defendants within three months after application made to them for such consent paid off the plaintiffs' claim. The deed contained no express covenant by the defendants to repay the plaintiffs their advance. Immediately after this assignment the defendant Lewis retired from the trust. The other defendants paid the plaintiffs' interest on the debt up to March, 1896. The plaintiffs having brought this action in April, 1897, the defendants pleaded there was no personal liability on any of them to repay the advance, which was made solely on the security of the mortgage. The defendant Lewis also pleaded the Statute of Limitations (21 Jac. 1, c. 16). His contention was that the liability here, if any, was for a simple contract debt within the meaning of section 3 of that statute. Lewis further said that having ceased to be a trustee since 1882 the payments made by his co-contractors or co-debtors, the other defendants, did not keep the debt alive as against him. The plaintiffs contended on the other hand that the action was not within 21 Jac. 1, c. 16, but was an action to recover a sum of money secured by, or charged upon or payable out of, land within the meaning of section 8 of the Real Property Limitation Act, 1874, and that the payments of interest to the plaintiffs by his former co-trustees from time to time kept the claim alive against him. It was admitted by the defendant Lewis that if the proper Statute of Limitations to apply was the Real Property Limitation Act, 1874, then he could not claim the benefit of section 14 of the Mercantile Law Amendment Act, 1856. The question therefore for this court was whether an action brought upon a simple contract debt secured by way of mortgage, and not brought within six years after the right of action first accrued, was barred by lapse of time. That depended upon whether such a case was governed still by the provisions of 21 Jac. 1, c. 16, s. 3, or whether that section was repealed by section 8 of the Real Property Limitation Act, 1874, in the case of a personal action upon a simple contract debt charged upon land.

The Court (A. L. Smith, Collins, and Romer, L.JJ.) allowed the appeal. In their opinion there was nothing in the Act of 1874 which took away the right which a simple contract debtor had to plead the statute of Jac. 1 as a defence to an action not brought within six years. This case was on all fours with that of *Firth* v. *Slingsby* (58 L. T. N. S. 481), relied on by the defendant Lewis. The court approved of the decision of Stirling, J., in that case. In *Sutton* v. *Sutton* (22 Ch. D. 511) it had been held that the limitation of twelve years imposed by the Real Property Limitation Act, 1874, on actions to recover money charged on land applied to the personal remedy on a covenant in a mortgage deed as well as to the remedy against the land. That decision, in their opinion, did not, as Lord Russell, C.J., had held, touch the case of an action not upon a covenant, but for a simple contract debt. The appeal, therefore, succeeded, and would be allowed, with costs.—Counsel, *C. A. Russell*, Q.C., *Rufus Isaacs*, Q.C., and *H. Greenwood*; *Dickens*, Q.C., and *H. F. Manisty*. Solicitors, *Calkin, Lewis, & Stokes*; *Maudes & Tunnicliffe*.

[Reported by Erskine Reid, Barrister-at-Law.]

EASTERN TELEGRAPH CO. (LIM.) v. DENT AND OTHERS. No. 1. 24th March.

Landlord and Tenant—Lease—Breach of Covenant not to Sublet without Lessor's Consent—Right of Re-Entry—Mistake—Forgetfulness—Equitable Relief against Forfeiture.

Appeal by the defendants, Sir Alfred Dent and Edward Dent (trading as Dent Bros.), and Messrs. Burn & Berridge, solicitors, from a judgment of Kennedy, J., at trial of the action without a jury. The action was brought to recover possession of certain offices at No. 11, Old Broad-street, E.C., for breach of covenant not to sublet without the plantiffs' consent. The lease to the defendants, Dent Bros., contained a covenant by them "not to underlet, assign, or part with the possession of the said rooms or offices and premises, or any part thereof, to any person or persons without the consent in writing of the company (the plaintiffs) for that purpose first obtained, such consent not to be unreasonably withheld," and there was a proviso for re-entry upon breach of any of the covenants. These defendants in January, 1898, had one of the rooms covered by their lease divided, and sublet one portion of it to the defendant firm of solicitors who were tenants in the same building, access to this portion being obtained by means of a doorway cut in the partition wall between it and the rooms occupied by Messrs. Burn & Berridge. The solicitors having taken possession, the plaintiffs wrote pointing out that their consent had not been asked or obtained to the subletting. The defendants thereupon cancelled the agreement, and subsequently these proceedings for possession were commenced by the Eastern Telegraph Co. Kennedy, J., held that there had been a subletting, that the solicitors were desirable tenants, and that the plaintiffs

could not have refused their consent if it had been asked, but he held upon the authority of *Barrow* v. *Isaacs* (1891, 1 Q. B. 417), that a breach of covenant had been committed by the defendants, for which the plaintiffs could enforce their right of re-entry, and that he could not give equitable relief against the forfeiture. He accordingly gave judgment for the plaintiffs, but without costs. The defendants appealed, and contended that there was no breach of covenant since the covenant against subletting was not an absolute covenant. It was not necessary to formally apply for consent to sublet when the circumstances were such that the landlord could not reasonably object to accept the new tenant. The first part of the covenant was qualified by the second part. It was so laid down in *Hyde* v. *Warden* (3 Ex. D., at p. 81). The decision of the Court of Appeal in *Barrow* v. *Isaacs* (*supra*) was in the contrary direction, but in that case *Hyde* v. *Warden* was not considered by the court. *Treloar* v. *Bigge* (L. R. 9 Ex. 151), *Bates* v. *Donaldson* (1896, 2 Q. B. 241), and *Burford* v. *Unwin* (1 Cab. and Ell. 494) were also cited on this point. Secondly, if there was a breach of covenant, the court ought to grant relief on the ground of "mistake." [ROMER, L.J.—Do you say that the defendants did not know that there was this covenant not to sublet unless leave was obtained, or that they forgot it when making the arrangement? *Dickens, Q.C.*—They knew there was this covenant, but they believed it was immaterial, as the sub-letting was to a person already a tenant of the plaintiffs. It was not a case of "forgetfulness" but of simple "mistake."] The question was whether one permitted tenant required to apply, under such a covenant, for leave to give up part of his room to another permitted tenant. Counsel for the plaintiffs were not called upon to argue.

THE COURT dismissed the appeal.

A. L. SMITH, L.J., said it was obvious that the reason why this action was brought was because the plaintiffs wanted the premises for their own business. The covenant required that the defendants must get the consent of the plaintiffs before subletting, such consent not to be unreasonably withheld. *Treloar* v. *Bigge* decided that the lessee, having asked the lessor for his consent, might, that consent having been unreasonably withheld, assign without the landlord's consent. In *Hyde* v. *Warden* the court said that where it was stipulated that such consent should not be withheld from an assignment or underlease to a responsible person, any attempt to eject the defendant, against whom nothing could be said, on the ground that no consent in writing had been given would fail. The point, however, did not appear to have been before the court. Then came the later case of *Barrow* v. *Isaacs* which this court approved of, and therefore the appeal of the defendants must be dismissed. As to the question of equitable relief, it was a rule that a court of equity would not relieve against an express bargain between landlord and tenant, which bargain had been broken. It was not a ground for giving relief in equity to a tenant against the enforcement by his landlord of his legal rights that the tenant had committed the breach of covenant from thoughtlessness or that he had thought the breach unimportant.

COLLINS and ROMER, L.JJ., delivered judgments concurring in the appeal being dismissed with costs.—COUNSEL, *Dickens*, Q.C., and *Muir Mackenzie; Bray*, Q.C., and *Roskill*. SOLICITORS, *Harwood & Stephenson; Bircham & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Queen's Bench Division.

HUNTER *v.* **CLARE.** Div. Court. 24th Jan.

MEDICAL ACT (21 & 22 VICT. c. 90), s. 40—LICENTIATE OF THE SOCIETY OF APOTHECARIES—TITLE OF PHYSICIAN—WILFULLY AND FALSELY TAKING AND USING THE SAME—CONVICTION BY JUSTICES—EVIDENCE THAT THE PRACTITIONER ACTED IN GOOD FAITH.

Special case. The question raised by this appeal was whether a licentiate of the Society of Apothecaries of London was entitled to describe himself in practice as a physician. Since the present proceedings had been instituted the nominal appellant Mr. H. K. Hunter, who lately practised as a doctor at Gamlingay in Cambridgeshire had died, but the question in dispute being one of general importance, the appeal was brought on in order to obtain the decision of the High Court, it being stated that the real parties to the appeal were the Society of Apothecaries of London, appellants, and the General Medical Council, respondents. The said Hunter was convicted under the Medical Act, 1858, by certain justices for the county of Cambridge of wilfully and falsely pretending to be and taking and using the name and title of physician contrary to the 40th section of the Medical Act, 1858. The substantial question in dispute was whether Hunter as a licentiate of the Society of Apothecaries of London, having been registered since the coming into operation of the Medical Act, 1886, and therefore, by virtue of section 6 of that Act, able to practise medicine, surgery and midwifery, was entitled to describe himself as a physician. The material statements in the case were as follows: The appellant was a duly registered medical practitioner, entitled under the Medical Act of 1886 to practise medicine, surgery, and midwifery. In December, 1897, the appellant attended one William Hawkins, and on the 28th of December and the 23rd of March, 1898, made use of the name and title of physician by causing to be printed and delivered to the said William Hawkins and to one Elizabeth Shatton certain bill-heads bearing the following words: "To Kingsley Hunter, physician and surgeon, &c." On the part of the appellant it was contended that, being in possession of a diploma granted by the Society of Apothecaries of London dated the 19th of October, 1893, in pursuance of which he was admitted a licentiate of that society and registered as such, and which diploma stated that he, the appellant, possessed the knowledge and skill requisite for the efficient practise of medicine, surgery, and midwifery, and that being so registered, and by virtue of section 6 of the Medical Act, 1886, he, the appellant, was—(*a*) entitled to take and use the titles of physician and surgeon if he thought fit to do so; (*b*) that, notwithstanding the use of the name or title of physician there was nothing to shew that the appellant wilfully and falsely used the same—on the contrary, that he did so in good faith; further, that he was authorized and justified in so doing, in consequence of the note which was produced and admitted as purporting to be issued by the Society of Apothecaries of London, as follows: "The L.S.A. (1886) can call himself by any title or titles which he prefers to adopt denoting his right to practise medicine, surgery, and midwifery, provided that he does not directly or indirectly assume a title conferred by another licensing body or university." On behalf of the respondent it was contended that the case was in all respects similar to that of *Reg.* v. *Baker* (8 Times L. R. 123), in which one S., a licensed and registered apothecary, who used on his door after his name the letters "M.D." and the words "Physician and Surgeon," though he was not registered as a physician or surgeon under the Medical Act, was held to have been rightly convicted, under section 40 of the Medical Act, 1858, of falsely pretending to be a physician, surgeon, and doctor respectively; and in the present case it was argued that the appellant had no right whatever under his diploma to take and use any other or additional name or title than that of L.S.A., and that whenever he did so and persisted in doing so he was guilty of the offence charged. The justices considered the case was governed by *Reg.* v. *Baker*, and they accordingly convicted the appellant of having wilfully and falsely used the name and title of "physician" contrary to the 40th section of the Medical Act, 1858, and ordered him to pay a fine of £5 and £3 3s. costs. During the argument the following cases were cited: *Attorney-General* v. *Royal College of Physicians* (1 John. & H. 561), *Reg.* v. *Baker* (8 Times L. R. 123, 56 J. P. 406), *Davis* v. *Makuna* (29 Ch. D. 596), *College of Physicians* v. *Harrison* (Wilcock's Laws of the Medical Profession, p. cxxviii.), *Ellis* v. *Kelly* (6 H. & N. 222), *Andrews* v. *Styrap* (26 L. T. 704), *Blogg* v. *Pruken* (R. & M. 125), *Royal College of Physicians* v. *General Medical Council* (62 L. J. Q. B. 329), *College of Physicians* v. *Rose* (3 Salk. 17, 6 Mod. 44). For the appellant it was further contended that he had acted with perfect honesty and openness and believed that he was entitled to act as he had done; the conviction, therefore, could not stand, at any rate so far as it convicted the appellant of "wilfully and falsely" using the name and title of physician. If he had improperly used the title of physician he had used it believing he was entitled to do so.

THE COURT quashed the conviction.

LAWRANCE, J., said the question they were called upon to decide was whether a person who had a certificate from the Society of Apothecaries, under which he was entitled to practise both medicine and surgery as well as to act as an apothecary, was entitled to describe himself as a physician in contravention of section 40 of the Medical Act, 1858. In his judgment he thought such a person was not entitled so to describe himself, and if he did so wilfully and falsely, the justices would be acting rightly in convicting him. Before 1886 the only certificate granted by the Society of Apothecaries was a certificate enabling the holder to practise as an apothecary. After that date the three medical societies in England determined that for the future no one should be licensed to practise in any one of the three branches into which the profession was divided unless he had passed qualifying examinations in all three. He gathered from the correspondence and from the statements made in court during the argument that the appellant had formerly described himself as M.D., he having obtained some foreign diploma. This was objected to by one of the governing bodies of the profession, and the appellant modified his description and called himself a "physician." How was this title used by him. He thought that most people would understand by the word "physician" that the appellant was a doctor of medicine. Was the word used by the appellant in its merely popular sense, or was it used by him to make people believe that he held a medical degree of a university or some other diploma recognized in the United Kingdom—which was not the case—entitling him to act as a physician? He himself had no doubt whatever what most people would understand by the word physician, or what would be the idea of anybody who saw a brass plate on a man's door bearing those words after his name. They would certainly think that the doctor was a duly qualified physician, and the use of the title by an unqualified person would be a contravention of section 40 of the Medical Act of 1858. Upon that question of fact he considered that the justices had rightly convicted the appellant. There was, however, a second point to be considered—namely, whether there was evidence that the appellant had "wilfully and falsely" represented himself to be a physician. He considered that this point was taken, although not fully argued before the bench, and certainly it was the question which was mainly argued before that court. *Ellis* v. *Kelly* was relied on as an authority by the appellant, and *Andrews* v. *Styrap* by the respondent. In his opinion neither case applied to the present case. So far as he could gather from the correspondence the appellant determined to test the question of his right in law to use the title of physician. It turned out he had no legal right. His determination to test the question was no evidence, as had been contended by the respondents, that the appellant "wilfully and falsely" used the title. In his judgment, the appellant had not been shewn to have acted "wilfully and falsely" in the matter, and the conviction on that ground failing, it would accordingly be quashed, but as the respondents had succeeded on the point it was really intended should be raised by this test appeal, the conviction would be quashed, but without costs.

CHANNELL, J., concurred, although he thought there was some doubt as

to whether the appellant had not falsely described himself as a physician. But that was not the main question, for counsel, although nominally appearing for the appellant and respondent, had stated that they were really instructed by two societies who wanted the point settled, whether or not it was a true description for a licentiate of the Society of Apothecaries to describe himself as a physician. If the word physician were used in the section in its popular sense, then he thought that this gentleman would have been entitled to describe himself as one. Having regard, however, to the fact that before the Act the word physician had acquired a technical meaning, and was only used in the sense of applying to what—without offence to other practitioners—he might call the highest grade of the profession, he thought that the word was used in the section in its technical and not in its popular sense. In saying that he desired to add that there was no definition of the word given in the statute, nor were any of the cases cited binding authorities as to the meaning to be applied to the word physician. But the word was undoubtedly used as importing a particular grade of medical practitioner, and in that special sense it was incorrect to say that a licentiate of the Society of Apothecaries was a "physician." At first sight the case of *Reg* v. *Baker* appeared to be an authority on this point, but on further consideration he thought it was not. In that case there were three several records of conviction. Moreover it was argued first upon a *certiorari*, and the qualification of the practitioner in that case was of earlier date than 1886. But the appellant in the present case having falsely described himself the question arose, Did he do so wilfully? He thought the evidence shewed that the appellant did not wilfully, although he incorrectly, represented himself to be a physician, when in fact he had no legal right to use that title. He agreed that the conviction should be quashed, without costs. Order accordingly.—Counsel, *Haldane*, Q.C., and *Horace Condy*; *Muir Mackenzie*. Solicitors, *Upton, Atkey, & Co.*; *Farrer & Co.*

[Reported by Erskine Reid, Barrister-at-Law.]

Winding-up Cases.

Re **KRONAND METAL CO. (LIM.).** 11th Jan. and 2nd Feb.

Company—Winding-up—Principal Object of Business—Subsidiary Businesses—Substratum Gone—Companies Act, 1862 (25 & 26 Vict. c. 89), s. 79, sub-section 5.

Petition by a paid-up shareholder for the compulsory winding-up of the company on the ground that the substratum of the company was gone. The objects of the company as set out in its memorandum of association were—(*a*) To acquire and take over as a going concern the business now carried on at 43, Great Francis-street, and the Argyle Metal Works, Argyle-street, in the city of Birmingham, and also at 56 and 57, Aldermanbury, London, E.C., under the style or firm of the Kronand Metal Co., and all or any of the assets and liabilities of the proprietors of that business in connection therewith, and with a view thereto to adopt the agreement referred to in clause 4 of the company's articles of association and to carry the same into effect with or without modification; (*b*) To carry on the business aforesaid and the business of manufacturers of and to buy, sell, repair, alter, hire, let, or deal in cycles, bicycles, tricycles, velocipedes, motor cars, carriages, and vehicles of all kinds, and also all apparatus and implements, accessories, parts, materials, and other things required or capable of being used in connection therewith or employed in or about any such business, and also all apparatus and implements, specialities, and things for use in sports and games; (*c*) To carry on the business of manufacturers of, and buy, sell, repair, alter, and deal in metal tubes and metal goods and fittings of all kinds, and all apparatus and implements, parts, materials, and things required, or capable of being used or employed in or about any such business; (*d*) to carry on all or any of the following businesses—namely, engineers, machinists, fitters, tool makers, metal workers, iron or steel converters, smiths, millwrights, wood turners, wood workers, founders, smelters, forgers, rollers, wire drawers, metallurgists, leather dealers and workers, saddlers, tyre makers, steel toy makers, tinplate workers, galvanizers, japanners, enamellers, electro-platers, painters, and packing-case makers, factors, and merchants. The prospectus stated that the company had been formed to acquire the Kronand Metal Co.'s business "together with the benefits of the trade-mark (Kronand) and patents already granted and applied for in respect of the new metallic process and alloy for the production of the white metal known as Kronand, which is particularly adapted for the cycle, Sheffield, Walsall, and kindred trades," and dealt exclusively with the advantages to be derived from the manufacture of Kronand metal under these patents, practically no mention being made of the other businesses mentioned in the memorandum of association. Kronand metal had not proved a commercial success, but the company was now engaged in the manufacture of brass tubes, &c., making experiments in the meantime with Kronand metal. The petitioner sought to have the company wound up on the ground that the business as carried on by the company was only "carried on in a colourable manner, and the substratum of the company was gone, and that it was not possible to carry out at a profit the essential purpose and main object for which the company was formed." There being some conflict of evidence as to the amount of business carried on, the court appointed Mr. Arthur H. Gibson, F.C.A., to examine the works and to report. On that report being made and commented on,

Wright, J., held that the case was one of great difficulty. No doubt one found in the prospectus practically no reference to anything but "Kronand metal." On the faith of this the petitioner and those acting with him took shares in the company. When the memorandum of association was looked at it would be found that it did not quite shew that Kronand metal was to be the only metal worked by the company. In his lordship's opinion the memorandum of association in the case of this company differed from those in some of the cases which had been cited. On a fair view of the memorandum of association the principal business was to be to make Kronand metal, but it was also to carry on other businesses, not merely as subsidiary, but because they could be carried on together with the Kronand metal business profitably. Having regard to the report, what was the conclusion of fact? It was plain that, having regard to the smallness of the demand and difficulty in making Kronand, there was no probability that the demand would be such as to make the Kronand business profitable by itself in a reasonable time. But that was not conclusive, because it appeared from the report that there were other businesses not merely ancillary to the Kronand business, and that if these businesses were properly utilized as nurses of the Kronand business that business had still a chance of life—he could not say much chance of life, but that it had a chance. It could not be said that the experiment had altogether failed. The Kronand business was still in an experimental stage, and one which might still succeed with the help of the businesses by which it was being nursed. It was not, therefore, like the mine cases which had been referred to. That being so, his lordship did not think that the petitioner had an absolute right to stop the business contrary to the wishes of the other shareholders. If, then, the business had not altogether failed, he did not think he ought to act contrary to the wishes of the great majority of the shareholders, who wished to continue the experiment. The petition must therefore be dismissed with costs.—Counsel, *Rufus Isaacs*, Q.C., and *Frank Evans*; *Eve*, Q.C., and *Dunham*; *Arthur Sim*; *A. Gwynne James*. Solicitors, *T. A. Dennison & Co.*, for *G. T. S. Plant*, Dudley; *Pepper, Tangye, & Co.*; *R. W. Robinson*; *R. S. Taylor, Son, & Humbert*.

[Reported by C. W. Mead, Barrister-at-Law.]

Re **NATIONAL BANK OF WALES (LIM.).** Wright, J. 27th Feb.

Company—Winding Up—Misfeasance—Order for Repayment—Deduction of Income Tax.

An order had been made against one of the directors in the winding up of this company on a misfeasance summons for repayment of a certain sum of money with interest. Application was now made to the court to decide whether the respondent was entitled to deduct income tax from the interest on the amount which he was ordered to pay.

Wright, J., held that the respondent was not entitled to do so. The amount and interest which he had been ordered to pay were in the nature of damages, and the company was entitled to get it back without deduction.—Counsel, *G. Hart*; *Ingpen*; *Sheldon*. Solicitors, *Michael Abrahams, Sons, & Co.*; *Riddell, Vaizey, & Smith*; *Burton, Yeates, & Hart*, for *Johnson, Barkley, & Rogers*, Birmingham.

[Reported by C. W. Mead, Barrister-at-Law.]

Re **COPIAPO MINING CO. (LIM.).** Wright, J. 27th Feb.

Company—Alteration of Memorandum of Association—Confirmation by Court—Jurisdiction—Company Registered under Joint-Stock Companies Act, 1856 (19 & 20 Vict. c. 47)—Companies Act, 1862 (25 & 26 Vict. c. 89), s. 176—Companies (Memorandum of Association) Act, 1890 (53 & 54 Vict. c. 62), s. 1.

The company had altered its memorandum of association by a special resolution, and it now petitioned the court for confirmation. The company had been registered under the Joint-Stock Companies Act, 1856, but not under the Companies Acts, 1862 to 1890. It was argued that the company was placed in the same position as if it had been registered under the Companies Act by section 176 of the Act of 1862, and that the court had jurisdiction to deal with the petition under the Companies (Memorandum of Association) Act, 1890. The decisions of Kekewich, J., in *Re Nitro-Phosphate and Odhams Chemical Manure Co. (Limited)* (1893, W. N. 141), and in *Re Hong Kong and China Gas Co. (Limited)* (*ante*, p. 75), and of Romer, J., in *Re General Credit Co.* (1891, W. N. 153) were alluded to in argument.

Wright, J., held that he was certainly justified in following the latest decision—namely, that of Kekewich, J., in *Re Hong Kong and China Gas Co. (Limited)*.—Counsel, *Latham* and *Cassel*. Solicitors, *Freshfields & Williams*.

Reported by C. W. Mead, Barrister-at-Law.]

NEW ORDERS, &c.

Interlocutory Applications.

39. *Applications for interlocutory orders.* (*Forms* 36, 37, 38.)] (1.) An application for an interlocutory order shall be made by lodging the application in duplicate with the registrar, and by serving a copy thereof on the other party.

(2.) At the hearing of any such application evidence may be given by affidavit, but the attendance for cross-examination of the person making any such affidavit may, on the application of either party, be ordered.

(3.) Any affidavit in support of or in opposition to any such application shall be promptly filed with the registrar, and a copy thereof promptly served on the other party.

(4.) The costs of any such affidavit if unnecessary, or of unnecessary length, or if the affidavit or the copy thereof has not been promptly filed or served, may be ordered to be borne, in any event, by the party filing the affidavit.

(5.) The registrar shall serve on both parties notice of the time and, if a place other than the Royal Courts of Justice is fixed, of the place, fixed for the hearing of the application.

40. *Applications to be made at same time and heard together.*] (1.) All applications for interlocutory orders made by an party shall, so far as possible, be included in a single application, and when a party has lodged an application, the other party, if he intends to make any application, shall lodge his application as soon thereafter as possible, and the applications of both parties shall, so far as possible, be heard together.

(2.) Any costs occasioned by failure to comply with this rule may be ordered to be paid by the party so failing to comply therewith.

41. *Hearing of interlocutory applications.* (*Forms* 39, 40.)].—(1.) Every interlocutory application shall, subject to, and in accordance with, any direction given by the judge, be heard, in the first instance, by the registrar sitting in chambers at the Royal Courts of Justice:

Provided that any agreement in writing relating to the matters contained in any such application and made between the parties and signed by the parties or their solicitors may, if the registrar after consulting the judge thinks it reasonable and such as would have been allowed had the application been heard, be lodged with the registrar and shall thereupon become an order of the court and have the same effect as if the order had been made after hearing the parties in manner provided by this rule.

(2.) The decision of the registrar upon any such application shall be final, unless the application is adjourned to the judge.

(3.) The registrar may, if he thinks fit, and shall, if required by either party, adjourn an application to the judge.

(4.) Either party may require an application to be adjourned to the judge by giving verbal notice to that effect to the registrar and to the other party at, or immediately after the conclusion of, the hearing of the application, or by lodging in duplicate with the registrar and by serving on the other party written notice, within two days after the hearing of the application.

(5.) The registrar shall serve on both parties notice of the time, and if a place other than the Royal Courts of Justice is fixed, of the place fixed for the hearing of the application so adjourned.

(6.) The decision of the judge upon any application which he hears in the first instance or which is adjourned to him shall be final.

(7.) The registrar shall, unless otherwise directed by the judge, attend at the hearing of an application adjourned to the judge.

(8.) If a party fails to appear at the hearing of an application, whether before the registrar or the judge, the application may be heard in his absence, or the hearing may be postponed as may be thought fit; and if it is postponed, notice of the postponement shall be served by the registrar on the absent party.

(9.) All orders made on any such application shall be drawn up by the registrar, and copies thereof shall be served by him on both parties.

Judgments.

42. *Judgments.* (*Forms* 41-47.)] The judgment of the court in every matter and on every appeal shall be drawn up by the registrar, and copies thereof shall be promptly served by him on the parties.

Supplemental.

43. *Formal objections.*] A proceeding under the Act or these rules shall not be defeated by any formal objection.

44. *Service of documents.* (*Form* 48.)] (1.) Any document except a *subpœna* may be served—

(i.) on a plaintiff or appellant by sending the document by registered letter through the post to his address for service for the time being; or

(ii.) on a bishop, by sending the document by registered letter through the post addressed to the bishop at his palace or other his place or usual place of residence in England or Wales.

(2.) A plaintiff or appellant may change his address for service by lodging with the registrar and serving on the bishop a new address for service, being an address in England or Wales.

45. *Lodging, filing, giving copies of documents.* (*Form* 49.)] (1.) Any document which, under these rules, is to be lodged or filed with the registrar may be lodged or filed by delivering the same at the office of the Court during office hours, or by sending the document, by registered letter, through the post, addressed to "The Registrar of the Court constituted under the Benefices Act, 1898, Royal Courts of Justice, Strand, London, W.C."

(2.) Any document, on the lodging or filing of which a fee, as prescribed under the Act, is to be paid, shall not be treated as lodged or filed until that fee is paid.

(3.) A requisition or notice of appeal which does not contain an address for service shall not be treated as lodged until an address for service has been lodged.

(4.) All affidavits shall be filed with the registrar and a copy of every affidavit so filed shall be promptly served by the party filing the same on the other party.

(5.) An office copy of any document lodged or filed with the registrar in any proceeding may be obtained by a party to the proceeding on application to the registrar and payment of the prescribed fee.

46. *Computation of time.*] (1.) In these rules where any particular number of days is prescribed for the doing of any act or for any other purpose, the time is to be reckoned exclusively of the first day and inclusively of the last day.

(2.) If the last day of a specified period is an excluded day the period shall be deemed to include the next following day not being an excluded day.

(3.) Where the specified period does not exceed seven days the excluded days shall not be reckoned in the computation of time.

47. *Taxation of costs.*] (1.) The costs in any proceeding under these rules shall be taxed by the registrar or such other officer of the Court as the Lord Chancellor directs.

(2.) In all proceedings under the Act and these rules solicitors shall be entitled to charge and be allowed the like fees as would, in accordance with the "lower scale," be authorised in similar proceedings by the rules of the Supreme Court and no higher fees: Provided that fees in accordance with the "higher scale" authorised by those rules may be allowed either generally throughout any proceeding or as to the costs of any particular application or matter in any proceeding, if on special grounds it is so ordered or directed, or if the taxing officer under the directions given to him for the purpose thinks that such an allowance ought to be so made upon special ground.

(3.) An application for the taxation of costs shall be made and heard in like manner as an interlocutory application, except that—

(*a*) the fees payable on the lodging and hearing of an interlocutory application shall not be payable; and

(*b*) the notice requiring an adjournment to the judge shall state the items allowed or disallowed which are objected to, and except as to those items the decision of the taxing officer shall be final.

(4.) A copy of the bill of costs to be taxed shall be lodged with the registrar and served on the other party together with the application.

48. *Scale of costs.* (*Form* 50.)] A party to whom costs are payable under a judgment or order in any proceeding under these rules may recover the costs when taxed by execution and otherwise in like manner as a person to whom any costs are payable under a judgment or order of the High Court; and for that purpose writs of execution shall issue under the like circumstances and in the same form, as near as may be, as writs of execution issuing from the Supreme Court.

49. *Scale of fees.*] (1.) Court fees shall be paid to the registrar in respect of proceedings under the Act or these rules according to the scale set forth in the First Schedule to these rules, and the registrar shall account for and pay all fees received by him to the Ecclesiastical Commissioners.

(2.) All fees required to be paid on the lodging of a document with the registrar shall be paid at the time when the document is lodged, and, if the document is sent by post, may be paid by Post Office Order made payable to "The Registrar of the Court constituted under the Benefices Act, 1898."

(3.) If, on the application of either party, a matter or appeal or any interlocutory application or other proceeding under the Act or these rules is heard or held at a place other than the Royal Courts of Justice, the party making the application shall, in addition to the other fees payable under these rules, pay the out-of-pocket expenses thereby occasioned to any member or officer of the court, and the actual costs of and incidental to the hire of any place for the purpose of the hearing or proceeding.

50. *Application of the procedure of Supreme Court.*] Subject to the provisions of the Act and these rules, the general principles of practice in the Supreme Court may be adopted and applied in such manner as may be directed or ordered.

51. *Construction.*] In the construction of these rules the Interpretation Act, 1889, shall apply as if the rules formed part of the Benefices Act, 1898.

52. *Forms.*] (1.) The forms in the Second Schedule where applicable, and where they are not applicable forms of the like character with such variation as circumstances may require, shall be used.

(2.) Where a form in that schedule requires the signature of a party, the signature of the solicitor to that party shall suffice.

F. CANTUAR.
HALSBURY, C.
WILLELM. EBOR.
M. LONDIN.
RUSSELL OF KN., C.J.
GAINSFORD BRUCE, J.

The 15th of March, 1899.

FIRST SCHEDULE.

SCALE OF FEES.

	£	s.	d.
On the lodging of a requisition, to be paid by the plaintiff ...	1	0	0
On the lodging of a notice of appeal, to be paid by the appellant	1	0	0
On the lodging of a reply, to be paid by the plaintiff	0	5	0
On the lodging of an interlocutory application, to be paid by the applicant	0	5	0
On the lodging of a withdrawal of refusal to institute or admit, or of a requisition, to be paid by the person lodging the same	0	5	0
Before the hearing of a matter or appeal, to be paid by the plaintiff or appellant...	2	0	0
After the hearing of a matter or appeal, to be paid by the plaintiff or appellant, for every day or part of a day above one day during which the hearing has lasted...	1	0	0
Before the hearing of an interlocutory application, to be paid by the applicant	0	10	0
After the hearing of an interlocutory application, to be paid by the applicant, for every day or part of a day above one day during which the hearing has lasted...	0	5	0
On the adjournment of an interlocutory application to the judge, to be paid by the person requiring the adjournment	0	10	0
Where a court in the Royal Courts of Justice is used for any proceeding, to be paid by the person liable to pay the fee before the commencement of the proceeding, with and in addition to that fee	the usual fee.		
On the withdrawal of a ground of refusal or fact alleged in the particulars, to be paid by the bishop	0	5	0
On the lodging of any document on the lodging of which no fee is specified, to be paid by the person lodging the document ...	0	5	0
On the filing of an affidavit, to be paid by the person filing it ...	0	5	0

On the filing of a præcipe for a subpœna (including not more than three names), to be paid by the person filing it	0	5	0
On the issue of a writ of execution, to be paid by the person suing out the writ	0	5	0
On the swearing of a witness called by a party, to be paid by that party	0	1	0
On making an exhibit produced by a party, to be paid by that party	0	1	0
On the taking of evidence by deposition, to be paid by the party on whose application the evidence is so taken	2	0	0
On taxing a bill of costs to be paid by the applicant—			
Where the amount allowed does not exceed £4	0	2	0
Where the amount exceeds £4 for any £2 allowed or a fraction thereof	0	1	0
For the copy of a document or an extract from a document in the office of the court relating to any proceedings under the Act, to be paid by the person requiring the copy to be made:—			
If five folios, or under	0	2	6
If over five folios, per folio	0	0	6

[*There is a second schedule of fifty forms.*]

HIGH COURT OF JUSTICE.

EASTER VACATION, 1899.

Notice.

There will be no sitting in court during the Easter Vacation.

During Easter Vacation, all applications "which may require to be immediately or promptly heard," are to be made to the Honourable Mr. Justice Channell.

Mr. Justice Channell will act as Vacation Judge from Thursday, the 30th of March, to Monday, the 10th of April, both days inclusive.

His lordship will sit in Queen's Bench Judges' Chambers on Thursday, the 6th of April, and (if necessary) on Friday, the 7th of April. On other days within the above period, applications in urgent matters may be made to his lordship personally or by post.

In any case of great urgency the brief of counsel may be sent to the judge by book-post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the vacation judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

TRANSFER OF ACTIONS.

ORDERS OF COURT.

Tuesday, the 21st day of March, 1899.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice KEKEWICH (1887—C.—No. 786).

The Coverac Stone and Syenitic Paving Company Limited v. Thomas Bawden Provis and George Dalton.

HALSBURY, C.

Friday, the 24th day of March, 1899.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice NORTH (1098—H.—No. 775).

Ellen Georgina Gifford v. Hall and Gifford Limited.

HALSBURY, C.

LAW SOCIETIES.

ASSOCIATED PROVINCIAL LAW SOCIETIES.

A deputation from the Associated Provincial Law Societies waited upon the Chancellor of the Exchequer at the Treasury on the 23rd inst., to urge that the Inland Revenue should permit of the adjudication through the post of stamp duties upon deeds.

Mr. WARR, M.P., introduced the deputation, and accompanying Sir M. Hicks-Beach were Sir H. W. Primrose, chairman, and Mr. Gore, solicitor of the Inland Revenue Office.

The views of the deputation were expressed by Mr. C. E. Stevens and Mr. C. H. Morton, Liverpool; Mr. R. W. Williamson, Manchester; Mr. Barry, Bristol; and Mr. Fox, Blackburn. They stated that at present deeds must be personally presented at Somerset House for adjudication, and therefore provincial solicitors had to employ a London agent—generally a clerk in a London law stationer's office—to present the deed and abstract and obtain the required adjudication. The deputation contended that this was an unnecessary expense to their clients, and that the work could be as well done by post, instancing in support of their contention the present practice of the ascertainment of death duties by the same means. They said the change would probably result in increased revenue from stamps, and they were prepared to pay a small fee to cover any extra cost incurred by Somerset House.

Mr. GORE remarked that in a considerable number of cases the adjudication could not be satisfactorily gone through without considerable personal attendance and discussion, and the deputation replied that at present that attendance was only done by an agent, who had to be instructed by post on every point raised by Somerset House. The change would, therefore, only make the communication direct instead of indirect.

Sir H. PRIMROSE stated that the proposal that a fee should be charged would prevent the Inland Revenue authorities from being flooded with applications for adjudications. It was never intended that the board should adjudicate on every deed.

Sir M. HICKS-BEACH assured the deputation that their suggestions would be considered and remarked that he would be very glad if he could meet their desire. The deputation then withdrew.

With regard to the above matter, a correspondent of the *Times* says: "It may interest provincial solicitors in England to know that, so far back as 1887, the privilege of having stamp duties on deeds adjudicated by forwarding the deeds through the post to the Solicitor of Inland Revenue at Edinburgh was conceded to provincial solicitors in Scotland. The concession was at first restricted to solicitors in certain provincial towns. But in practice it has been extended to all. An adjudication fee of 10s., formerly chargeable, was abolished."

CHESTER AND NORTH WALES INCORPORATED LAW SOCIETY.

The eighteenth annual meeting of this society was held on the 24th ult Mr. R. S. CHAMBERLAIN (Llandudno), president, in the chair.

The report of the committee and the treasurer's accounts for the past year were received and adopted.

The following gentlemen were unanimously elected officers of the society for the ensuing year: Mr. F. E. Roberts (Chester), president; Mr. J. H. Cooke (Winsford), vice-president; Mr. F. R. Mason (Chester) re-elected hon. treasurer; and Mr. R. Farmer (Chester) re-elected hon secretary.

The following gentlemen are the committee for the year: Messrs. F. S. Giles, D. Dobie, H. J. Birch, and N. A. E. Way (all of Chester), J. Porter (Conway), Guy Francis (Denbigh), F. J. Gamlin (Rhyl), R. S. Chamberlain (Llandudno), and C. H. Pedley (Crewe).

Messrs. F. W. Sharpe and C. P. Douglas were re-elected auditors.

The annual dinner was held at the Queen's Hotel, Chester, after the meeting, when the prize for articled clerks, founded by Mr. John Allington Hughes when president of the society in 1891-2, was presented by the President to Mr. John Eustace Jones, who served his articles with Messrs. Walker, Smith, & Way, of Chester, and who was placed second in order of merit in the first class at the honours examination held in January, 1898.

The society have awarded a prize of the value of three guineas to Mr. Herbert Arthur Pritchard, who was articled to Messrs. Jolliffe & Jolliffe, of Chester, and who was placed third in order of merit in the first class at the same examination.

The following are extracts from the report of the committee:

Members.—The society now numbers 152 members.

Unqualified Practitioners in County Courts.—This matter has been under the consideration of the Incorporated Law Society (U.K.), who asked your committee for information on certain points submitted to them with a view to further action if the replies received from the country law societies justified it. Your committee, after consulting those members of the society who are county court registrars, or are known to have considerable experience of county court practice, found themselves in a position to reply to the following effect: "That the intervention of unqualified agents in the county courts, within the society's district, was practically limited to their appearance as witnesses on commitment summonses, when their evidence was considered by some to be useful and of great assistance to the judge; that no instance of unqualified agents issuing printed demands for payment and threats of legal proceedings in violation of section 12 of the Solicitors Act, 1874, had been recently reported; and that the action of unqualified agents to any greater extent than prevails in the society's district would be distinctly mischievous."

Professional Etiquette.—The Council of the Incorporated Law Society (U.K.) having had brought to their notice advertisements inserted by members of a provincial law society, in a local newspaper, advertising money to be lent on mortgage, have requested the opinion of the associated law societies upon the matter. The question was discussed at the December meeting of the Associated Provincial Law Societies and adjourned to enable some of those present to discuss the matters with their several committees. Your committee will be glad to take the sense of this society upon the question at the annual meeting. The attention of your committee has also been from time to time pointedly called to cases of alleged solicitation of business, particularly in sale rooms or otherwise, in connection with sales by auction. They have hesitated to take any step in connection with this matter, believing that such a practice must be rare within the society's district; and they trust that it may not be necessary to do more than express their earnest hope that the good feeling of members may lead to a discontinuance of a practice so manifestly unfair and inconsistent with the etiquette of the profession.

UNITED LAW SOCIETY.

March 27.—Mr. W. S. Sherrington in the chair.—Mr. F. M. Guedalla moved: "That any steps now taken by Her Majesty's Government with a view to the annexation of the South African Republic would

meet with the approval of this house." Mr. Neville Tebbutt opposed. The debate was continued by Messrs. J. B. Matthews, Galbraith, Kains-Jackson, and Sherrington The motion was lost.

ATLAS ASSURANCE COMPANY.

ANNUAL MEETING.

The annual meeting of the Atlas Assurance Co. was held on Tuesday at the company's house in Cheapside, under the presidency of Mr. C. A. PRESCOTT, chairman.

The report stated that in the life department 570 policies had been issued, assuring £338,179, at annual premiums of £12,147 3s. 10d., of which £29,000 was reassured at annual premiums of £717 8s. 4d., leaving the net new sums assured for the year £309,179, with an annual premium of £11,429 15s. 6d., and single premiums of £2,665 4s 3d. There were issued in addition three leasehold policies for £400, at the annual premiums of £13 15s. 6d. Proposals for £45,975 were declined. Claims had arisen under 158 life policies for £128,888 12s. 3d., including bonus additions, of which £1,000 was reassured, leaving the net claims £127,888 12s. 3d., a sum much within the amount expected. In addition, two endowment assurances for £650, and one leasehold for £2,000 had matured. The bonuses on policies under which claims had arisen during the year (excluding those cases in which bonuses had previously been paid) had averaged over 67 per cent. of the original sums assured. The premium income amounted to £146,265 3s. 11d., being £2,541 4s. 9d. more than that of 1897, and the funds were increased by £26,875 18s. 3d., amounting at the close of the year to £1,611,071 7s. 5d. In the fire department the net premiums were £389,644 0s. 6d., being £32,123 7s. 7d. more than those of the preceding year, and the losses amounted to £235,743 11s. 11d., being 60·5 per cent. of the premiums. The surplus for the year, being balance of profit and loss, was £36,343 10s. which the directors had resolved to apply as follows: in payment of a dividend for the year of 24s. per share (being 24 per cent. on the original paid-up capital), free of income tax, which would absorb the sum of £28,800, and of which, as an interim dividend, £6,000, or 5s. per share, was paid in September, in adding to the fire fund, bringing it up to £392,000, the sum of £7,000, and in adding to the reserve fund, bringing it up to £53,452 16s., the sum of £543 10s. The fire and reserve funds would then stand at £445,452 16s. The total assets of the company now amounted to £2,342,134 9s. 5d.

Mr. S. J. PIPKIN (secretary) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report, observed that in the life department the amount assured in the year, with which these figures deal, was less than that in the preceding year; but the difference was not very large, and he might point out that, on the other hand, the number of policies issued shewed a large increase. That pointed to one thing which he thought was one of the most favourable aspects of the company's life business – they were now spreading the basis of their insurance by taking a larger number, even if smaller ins urances, than they formerly did. It would be seen that claims had arisen under 158 policies for £128,000, which looked like a very large sum. It was in excess of that of last year, but it was still well within the amount actuarily expected, and so it was satisfactory. He would call particular attention to that part of the report which referred to bonuses upon policies upon which claims had arisen during the year, and which had averaged over 67 per cent. on the original sums insured. This would compare very favourably even with mutual offices, and that such a result had been achieved was a feather in their cap. The premium income had amounted to £146,000, which was in excess of that of 1897, and the funds had been increased by nearly £27,000, a very considerable amount. With regard to the fire department the annual premiums had amounted to £389,000, being £32,000 in excess of the preceding year, and the losses were 60·5 per cent. of the premiums. This was a heavy loss ratio, and he was afraid that the best explanation he could offer was that 1898 had been a very bad year for fire insurance. The sum carried to profit and loss in this department was very small, namely, £18,000 odd. It was the smallest sum, in fact, since 1893, but it must be remembered that 1894, 1895, 1896, and 1897 were exceptionally good years, and that a bad year must occasionally be expected. The directors had declared a dividend of 24s. per share, which was the same as that of last year, and it was very satisfactory that they were able to do so, and to do it pretty comfortably in so bad a year as 1898 had been. They had also added a sum of £7,000 to the fire fund. That was not a very large sum, but it brought the fund up to £392,000, and it was in excess of the premiums received during the year. When the fire fund exceeded the amount of the premiums it showed that an office was in a very healthy state. As to the assets the investments were all as good as could be got, and if they were realised they would show a considerable profit upon the figures at which they stood in the balance-sheet. He wished to call attention to the fact that the directors wanted the help of all the shareholders in bringing business. He urged them if they could possibly do this not to neglect it. In concluding he said that in 1885 the board had adopted the policy of extending the operations of the company into foreign countries, and also of opening branches in the principal centres of trade in Great Britain. The result had been that during the intervening period the fire income had quadrupled, the fire reserves had trebled, the dividends had risen from 15s. to 24s. per share, and the life premium income had very nearly doubled. He thought this was a very satisfactory statement with which to bring his remarks to a termination.

Mr. J. P. CURRIE (deputy-chairman) seconded the motion, and it was adopted.

Mr. E. F. NOEL moved the re-election of the retiring directors, Mr. J. P. Currie, Mr. W. C. Curtis, Mr. J. O. Hanson, and Mr. C. A. Prescott.

Mr. F. GREENE seconded the motion, and it was agreed to.

Mr. JOHN COLES moved that the auditors, Messrs. Price, Waterhouse, & Co. be re-elected, and that their remuneration be £250. He would be glad to know if theirs was a continuous audit, and whether it was so effective that the directors and officers had no anxiety with regard to it.

The CHAIRMAN replied that it was a continuous audit and that nearly every week representatives of the auditors attended at the office unexpectedly and at irregular intervals.

Mr. COLLINS seconded the motion, which was agreed to.

Mr. COLES moved a vote of thanks to the chairman and directors, and to the secretary and actuary and rest of the staff. Although the result of last year was not quite what the shareholders could have wished, yet it was at least as good as was the case with other offices.

Mr. COLLINS seconded the motion, and it was adopted.

The CHAIRMAN, in acknowledging the compliment, assured the meeting that the best endeavours of the board would be applied to increasing and improving the business. They intended to keep constantly in view the formation of reserves and the keeping the business active, and they were well backed up by the staff.

Mr. PIPKIN, the secretary and general manager, replying for the staff, at the head office and all over the world, without whose services the business could not have been carried on as it had, said that during the last year the difficulties had been very great. It was not in mortals to command success, but they had done their best. They generally had to work a good deal harder in a less satisfactory year than when everything went on smilingly. This vote was especially valued by them after a year such as 1898.

LEGAL NEWS.

OBITUARY.

The death is announced of Mr. LIONEL EDWARD PYKE, Q.C., one of the leaders of the Admiralty bar, at the early age of 44. He was the second son of Mr. Joseph Pyke and was educated at the Rochester Cathedral Grammar School and University College, London, where he graduated with honours in law. He was called to the bar in 1877, and was appointed a Queen's Counsel in 1892. At the general election of 1895 Mr. Pyke was the Radical candidate for the Wilton Division of Wilts, but was defeated by Viscount Folkestone. In referring to his death, Sir Francis Jeune said on Monday: "He won by his own exertions, industry, and ability a leading place in the Admiralty Court against very able competitors, and at his age he might well have looked forward to many years of usefulness in this as well as in other spheres. I am sure we have all heard of his death with very great regret."

APPOINTMENTS.

Mr. Justice JENKINS, Puisne Judge of the Calcutta High Court, has been appointed Chief Justice of Bombay in the place of the late Sir Louis Kershaw.

Mr. W. R. EVANS, LL.B., J.P., solicitor (clerk to the Governors of the Wrexham County Schools), of the firm of Jones-Parry & W. R. Evans, of Wrexham, has been appointed Clerk of the Peace and Clerk to the County Council for the County of Denbigh. Mr. Evans was admitted in 1897.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

GEORGE FREDERICK WESTMACOTT and WILLIAM GOODFELLOW ROBSON, solicitors (Hodge, Westmacott, & Robson), Union-chambers, Grainger-street West, Newcastle-upon-Tyne. March 16. The said William Goodfellow Robson will continue the practice at the above address under the style or firm of Hodge & Robson. [*Gazette*, March 28.

GENERAL.

Mr. Justice Barnes returned to London from Ipswich on Saturday greatly improved in health.

The practice of W. J. B. Blew, of 40, Old Broad-street, E.C., has been amalgamated with that of G. Arthur Wingfield, under the style of Wingfield & Blew, with offices at 52, Queen Victoria-street, E.C.

At the tenth annual general meeting of the Solicitors' Law Stationery Society (Limited), held on Monday (Mr. R. Pennington in the chair), a dividend at the rate of 6 per cent. was declared for the year ending the 31st of December, 1898.

The members of the General Council of the Bar will entertain Mr. Justice Cozens-Hardy and Mr. Justice Channell, the late chairman and vice-chairman of the council, at dinner at the Grand Hotel, on Wednesday, the 12th of April.

The members of the Western Circuit entertained Mr. Justice Bucknill at dinner last week, at the Café Monico, in honour of his elevation to the bench. Mr. Pitt-Lewis, Q.C., leader of the circuit, was in the chair, and among those present were Mr. Justice Phillimore, his Honour Judge Bompas, Q.C., his Honour Judge Austin, Sir J. H. Kennaway, M.P., and most of the members of the circuit.

The Lord Chancellor presided over a meeting of the Rule Committee in his private room at the House of Lords on Tuesday, when among the members present were: The Lord Chief Justice (Lord Russell of Killowen), Sir Francis Jeune, Lord Justice A. L. Smith, Lord Justice Vaughan Williams, Mr. Justice Bruce, Mr. Renshaw, Q.C., and Mr. Margetts (president of the Incorporated Law Society). The committee had under its consideration some new county court rules.

COURT PAPERS.

CIRCUITS OF THE JUDGES.

SPRING ASSIZES, 1899.	NORTHERN.	N. EASTERN.
Commission Days.	Ridley, J. Bigham, J.	Bucknill, J.
Monday, April 17	Manchester 2 (Civil and Criminal)	
Thursday, „ 27	Liverpool 2 (Civil and Criminal)	
Saturday, May 6		Leeds (Criminal)

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

April 6.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:

REVERSIONS:

To One-twelfth of a Trust Estate, value £49,000, represented by Consols and Colonial Stock; lady aged 53.

To £1,980, represented by Railway Stock; lady aged 59. Solicitor, E. M. LAZARUS, Esq., London.

To £500, being first charge upon a Trust Estate; lady aged 56. Solicitor, Casson Perrott Smith, Esq., London.

To two One-third Shares of a Trust Estate, value £8,375, on decease of two ladies aged 52 and 57. Solicitor, G. Cutcliffe, Esq., London.

LIFE INTERESTS:

Of a gentleman aged 37, in property at Manchester, producing £230 per annum, with Policy. Solicitors, Messrs. Blair & Seddon, Manchester.

Of a lady aged 43, in Indian Securities, producing £75 per annum, with Policies. Solicitors, Messrs. Ferrier & Ferrier, Great Yarmouth.

POLICIES:

For £3,000, £1,000, £850, and 2,500 dols.

For £1,200, £1,000, £500. Solicitors, Messrs. Frere, Cholmeley, & Co., London.

For £200. Solicitors, Messrs. Greenop & Son, London.

SHARES in Gas Lighting Improvement Co. and Hampstead Electric Supply Co.

(See advertisements, this week, back page.)

April 7.—Messrs. FIELD & SONS, at the Mart, at 12 and 2, Warehouse of five floors and basement, close to Hay's and other Tooley-street wharves, and near to the Tower-bridge; let at £675 4s. 5d. per annum. Solicitors, Messrs. Druces & Attlee, London.—Leasehold Properties at Anerley, semi-detached Residence, containing seven bedrooms, drawing and dining-rooms, &c.; omnibuses pass the door to Norwood Junction; rental value £40 per annum.—A semi-detached Villa Residence, near to Anerley Railway Station; rent £34 per annum.—Peckham: a Leasehold Investment, comprising two Houses and Shops, close to the Canal-bridge; producing £102 per annum.—Blackfriars: Copyhold Properties Nos. 87, Upper Ground-street, Blackfriars-bridge producing £45 per annum. Dwelling-house, producing £18 per annum. Solicitors, Messrs. W. Archer & Son, London.—Addiscombe, Croydon: Freehold Residence, near to East Croydon; rental value £160 per annum, and possession will be given on completion of the purchase.

(See advertisements, this week, p. 5.)

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BENIN AND BAKANA TRADING CO, LIMITED—Creditors are required, on or before April 22, to send their names and addresses, and the particulars of their debts and claims, to Arthur Kislingbury, 14, St Mary Axe

BULLION CORPORATION, LIMITED—Creditors are required, on or before May 5, to send their names and addresses, and the particulars of their debts or claims, to Harvey Preen, Basing House, Basinghall st. Hays & Co, solors to liquidator

CUC CONSOLIDATED GOLD MINES, LIMITED—Peta for winding up, presented March 22, directed to be heard on April 12. Rose & Johnson, 13, Delahay st, Westminster, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 11

NEW LOUIS D'OR (MAIN REEF) GOLD MINING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 29, to send their names and addresses, and the particulars of their claims, to Douglas Arthur Unslow, 47, Finsbury circus

PRESTON PARK ESTATE AND LAND CO, LIMITED—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to William Gibbs and John Fardell. Fardells, Ryde, I.W., solors for liquidators

Laurie, 2, Gresham bldgs, Basinghall st

SMART & SON, LIMITED—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Mr Henry J. Dawson, 48, Marina, St Leonards on Sea. Langham & Co, Hastings, solors to liquidator

VEALE & CO, LIMITED—Creditors are required, on or before April 12, to send their names and addresses, and the particulars of their debts or claims, to Joseph May Coon, St Austell

VEGETABLE PARCHMENT AND CHEMICAL CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Mr. J. Alfred S. Haseal, 6, Lord st, Liverpool

London Gazette.—TUESDAY, March 28.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ACETYLENE GAS LIGHT POWER AND CALCIUM CARBIDE CO, LIMITED—Petn for winding up, presented March 27, directed to be heard April 12. J. France Collins, Donington House, Norfolk st, Strand, solor for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 4

ANGLO-WESTRALIAN AND GENERAL EXPLORATION CO, LIMITED—Creditors are required, on or before April 22, to send their names and addresses, and the particulars of their debts or claims, to William Ernest Treweek, Finsbury House, Blomfield st

BANK CONTRACT SYNDICATE, LIMITED—Creditors are required, on or before May 15, to send their names and addresses, and the particulars of their debts or claims, to Flaxman Haydon, 16, Union ct, Old Broad st

BLACK LION BREWERY CO, LIMITED—Creditors are required, on or before May 1, to send their names and addresses, together with full particulars of their debts or claims, to William David Phillips, 7, Canon st, Aberdare

BROCKS GOLD FIELDS OF THE NORTHERN TERRITORIES OF AUSTRALIA, LIMITED—Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to Frank Pigram, 70 and 71, Bishopsgate st. Birchalls, Gracechurch st, solors to liquidators

CHARLES H. BETTS & CO, LIMITED—Creditors are required, on or before April 29, to send their names and addresses, and the particulars of their debts or claims, to Harold Mather, 10, Acresfield, Bolton

COOLGARDIE GOLDFIELDS, LIMITED—Petn for winding up, presented March 23, directed to be heard on April 12. Vanderpump & Son, 13, Gray's inn sq, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 11

FINANCIAL DIARY, LIMITED—Creditors are required, on or before April 29, to send in their names and addresses, and particulars of their debts or claims, to Arthur W. Hart, 10, Moorgate st. Mayo & Co, Drapers' gdns, solors

GREAT GRIMSBY LIBERAL CLUB CO, LIMITED—Creditors are requested, on or before May 8, to send their names and addresses, and the particulars of their debts or claims, to Grange & Wintringham, St Mary's chmbrs, Gt Grimsby, solors to liquidators

JAMES AND M. S. SHARP & CO, LIMITED—Creditors are required, on or before May 12, to send their names and addresses, and the particulars of their debts or claims, to Joseph Samuel Colefax, 2, Aldermanbury, Bradford. Wright & Co, Bradford, solors for liquidator

JOHN DAVIDSON & CO (ASHTON-UNDER-LYNE), LIMITED—Creditors are required, on or before May 13, to send their names and addresses, and the particulars of their debts or claims, to John Brierley, Market sq, Ashton-under-Lyne. Barber, Ashton-under-Lyne, solor for liquidator

MOOR STEEL AND IRON CO, LIMITED—Creditors are required, on or before May 10, to send their names and addresses, and the particulars of their debts or claims, to Mr William Barclay Peat, 3, Lothbury. Archer & Parkin, Stockton-on-Tees, solors to liquidator

MURCHISON UNITED GOLD MINES, LIMITED—Creditors are required, on or before April 22, to send their names and addresses, and the particulars of their debts or claims, to William Ernest Treweek, Finsbury House, Blomfield st

FRIENDLY SOCIETIES DISSOLVED.

ARNSBY FRIENDLY SOCIETY, Arnsby, Leicester. March 7

BRIDGEWATER TRUST ACCIDENT SOCIETY, Walkden Schools, Walkden, nr Bolton, Lancs. March 21

CHILDREN'S BURIAL SOCIETY, Plough Inn, Hyde rd, Gorton, Lancs. March 7

FAIR MAIDS OF TAUNTON DEAN OF THE INDEPENDENT ORDER OF ANCIENT SHEPHERDESSES, Taunton, Somerset. March 17

LOYAL ORDER OF ANCIENT SHEPHERDESSES, TAUNTON UNITY, Taunton, Somerset March 17

LOUGHTON MUTUAL LABOUR AID SOCIETY, Lopping Hall, Loughton, Essex March 21

MUTUAL FRIENDS CLUB, 180, Drummond st, Hampstead rd March 21

STAMFORD ODDFELLOWS AND GENERAL MEDICAL INSTITUTE, Stamford, Lincoln March 23

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 24.

ANNESLEY, GEORGE, St Albans, Hertford, Solicitor May 1 Smith v Munt, Stirling, J Gregory, Bedford row

ENTWISLE, ROBERT LEACH, Morecambe, Lancaster, Solicitor April 24 Collinge v Entwisle, Registrar, Preston Sharp & Son, Lancaster

SCARTH, WILLIAM THOMAS, Staindrop, Durham, Gentleman April 15 Hall v Bolam, Registrar, Durham Watson, Barnard Castle

STORER, THOMAS, Denton, Lancaster, Bui'der April 24 Fox v Storer, Cozens-Hardy, J Bostock, Hyde

London Gazette.—TUESDAY, March 28.

COTTRELL, SAMUEL, Steele-road, Stratford April 28 Cottrell v Cottrell Byrne, J Watson, Finsbury pavement

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 24.

RECEIVING ORDERS.

BLOXHAM, DANIEL, Birmingham, Coal Dealer Birmingham Pet March 21 Ord March 21

BRADLEY, GEORGE WILLIAM, Mansfield, Notts, Builder Nottingham Pet March 8 Ord March 21

BRADSHAW, HARRY, Barking, Essex, Boot Retailer High Court Pet March 21 Ord March 21

BROWN, SAMUEL THOMAS, Birmingham, Tailor Birmingham Pet March 10 Ord March 21

BUER, LYDIA, Highgate High Court Pet Feb 25 Ord March 21

CARR, THOMAS, Tottenham Court rd, Licensed Victualler High Court Pet Jan 30 Ord March 21

CARTER, BUTLER, Brighton High Court Pet Feb 24 Ord March 21

CHAPPLE, THOMAS AYRE, Kingston, Somerset, Cab Proprietor Taunton Pet March 21 Ord March 21

CLARKE, WILLIAM, Cardiff, Butcher Cardiff Pet March 21 Ord March 21

COOK, WILLIAM, Northfleet, Kent, Omnibus Proprietor Rochester Pet March 22 Ord March 22

CROSSLEY, JOHN, sen, New Tredegar, Mon, Fishmonger Tredegar Pet March 22 Ord March 22

DEAN, GEORGE, Longton, Stafford, Engineer Stoke upon Trent Pet March 8 Ord March 20

DRIBERG, FREDERICK HUGH WILLIAM STIRLING, Bristol, Box Manufacturer Bristol Pet March 21 Ord March 21

DUCKHAM, ALFRED EDWIN, Newport, Mon, Butcher Newport, Mon Pet March 20 Ord March 20

EDWARDS, WILLIAM, Pontycymmer, Glam, Grocer Cardiff Pet March 21 Ord March 21

EVANS, ROBERT JOHN, Regent's Park High Court Pet March 21 Ord March 21

FOSTER, ETHELBERT, Widnes, Lancs, Chemical Manufacturer Liverpool Pet March 9 Ord March 21

FOX, WILLIAM HENRY, Barking, Essex, Coffee house Keeper High Court Pet March 20 Ord March 20

HARPER, EDWIN WILLIAMS, Prestatyn, Flint, Station Master Bangor Pet March 22 Ord March 22

HARRISON, GEORGE THOMAS, Bridlington Quay, Yorks, Draper Scarborough Pet March 20 Ord March 20
HUGHES, THOMAS, Heddington, nr Calne, Wilts, Farmer Swindon Pet March 22 Ord March 22
JENKINS, ALFRED, Swansea, Tailor Swansea Pet March 20 Ord March 20
JOSLIN, SAMUEL JAMES, Plymouth, Carter Plymouth Pet March 21 Ord March 21
KIRK, HABERSON JOSEPH, sen, and HABERSON JOSEPH KIRK, jun, Fulham rd, Engineers High Court Pet Feb 16 Ord March 22
LACEY, HARRY WILFRED LONG, Plymouth, Plasterer Plymouth Pet March 22 Ord March 22
LIFE, EDWARD ELY, Nunhead, Surrey, Advertising Canvasser High Court March 1 Ord March 22
LOFTUS, ROBERT, Poplar, Provision Merchant High Court Pet Feb 16 Ord March 22
MARSHALL, CLAUDE WILLIAM LAURENCE, Bramfield, Suffolk High Court Pet July 14 Ord March 22
MASSEY, ABRAHAM, Lutterworth, Leicester, Farmer Leicester Pet March 21 Ord March 21
MORTER, THOMAS YORK, Colchester, Photographer Colchester Pet March 22 Ord March 22
PARKIN, WILLIAM HENRY, Horsforth, nr Leeds, Stone Merchant Leeds Pet March 18 Ord March 18
PEACOCK, RICHARD, Middlesborough, Debt Collector Stockton on Tees Pet Feb 28 Ord March 20
PENNY, JEREMIAH, Weston super Mare Bridgwater Pet March 4 Ord March 20
PRICE, ARTHUR JAMES, Newport, Mon, Grocer Newport, Mon Pet March 18 Ord March 18
PRICE, JOHN, Dowlais, Glam, Engine Driver Merthyr Tydfil Pet March 20 Ord March 20
REECE, MARY, Lower Pontnewydd, Mon, Grocer Newport, Mon Pet March 17 Ord March 17
REYNOLDS, FRANCIS, Womersley, Yorks, Lime Merchant Wakefield Pet March 7 Ord March 20
RICE, JOHN WALTER, Landport, Hants, Confectioner Portsmouth Pet March 18 Ord March 18
RIST, FREDERICK ROBERT, Thetford, Norfolk, Flour Merchant Norwich Pet March 10 Ord March 21
ROBINSON, JOSEPH, Sheffield, Builder Sheffield Pet March 21 Ord March 21
ROSSER, HERBERT, West Dean, Glos, Collier Newport, Mon Pet March 22 Ord March 22
ROWLSTONE, WILLIAM, Mincing lane High Court Pet Feb 27 Ord March 20
STEEDS, JAMES WILLIAM, Batcombe, Somerset, Licensed Victualler Frome Pet March 15 Ord March 22
SWALES, THOMAS STEPHENS, Leeds Leeds Pet March 18 Ord March 18
TROTTER, WILLIAM, Rufforth, York, Innkeeper York Pet March 21 Ord March 21
TURNER, JOSEPH, Whitechapel, Licensed Victualler High Court Pet Feb 18 Ord March 20
WILLIS, GEORGE WILLIAM, and THOMAS FREDERICK SIMPSON, Northampton, Shoe Manufacturers Northampton Pet March 18 Ord March 18
YARWOOD, JOSEPH, Halebank, Lancs, Licensed Victualler Liverpool Pet March 22 Ord March 22

FIRST MEETINGS.

BERRY, MARTIN, Albrighton, Salop, Commission Agent April 12 at 12.30 County Court Office, Madeley
COLLYER, FREDERICK, Woolwich, Licensed Lighterman April 6 at 11.30 24, Railway app, London bridge
EARL, ALFRED, Cardiff, Coal Dealer April 5 at 12.30 117, St Mary st, Cardiff
FARBROTHER, ALFRED, Braborne, Kent April 13 at 9.30 Off Rec, 73, Castle st, Canterbury
FAWKES, MARMADUKE, Balham, Fancy Draper April 6 at 12 24, Railway app, London bridge
HARLAND, JAMES EDWARD, Bradford, Plumber Apr 11 Off Rec, 31, Manor row, Bradford
LAKE, THOMAS HENRY, Truro, Merchant April 1 at 12 Off Rec, Boscawen st, Truro
PARKIN, WILLIAM HENRY, Horsforth, nr Leeds, Stone Merchant April 6 at 11 Off Rec, 22, Park row, Leeds
RICE, JOHN WALTER, Landport, Hants, Confectioner April 4 at 4 Off Rec, Cambridge junc, High st, Portsmouth
ROCHE and PORTER, Southport, Stockbrokers April 5 at 2.30 Off Rec, 35, Victoria st, Liverpool
SANDERS, FRED, Nelson, Lancs, Joiner April 28 at 12.30 Exchange Hotel, Nicholas st, Burnley
SPARKS, ALFRED HENRY, Ilford, Essex, Builder April 6 at 3 Off Rec, 95, Temple chmbrs, Temple av
SPERSHOTT, WALTER, Liphook, Hants, Miller April 4 at 3 Off Rec, Cambridge junc, High st, Portsmouth
SWALES, THOMAS STEPHENS, Leeds April 6 at 12 Off Rec, 22, Park row, Leeds
TROTTER, WILLIAM, Rufforth, York, Innkeeper April 5 at 12.15 Off Rec, 28, Stone gate, York
WALTERS, BYRON, Nuneaton, Fish Merchant April 5 at 12 Off Rec, 17, Hertford st, Coventry

ADJUDICATIONS.

BEACH, JAMES THOMAS, Langley Green, nr Oldbury, Builder West Bromwich Pet Feb 15 Ord March 14
BRADLEY, FRANK WILLIAM, Clapham Wandsworth Pet Jan 4 Ord March 21
BRADSHAW, HARRY, Barking, Essex, Boot Retailer High Court Pet March 21 Ord March 21
CHAPPLE, THOMAS AYRE, Kingston, Somerset, Cab Proprietor Taunton Pet March 21 Ord March 21
CLARKE, WILLIAM, Cardiff, Butcher Cardiff Pet March 21 Ord March 21
CLOAKE, HENRY THOMAS, jun, Cardiff, Shipowner Cardiff Pet March 15 Ord March 21
COOK, WILLIAM, Northfleet, Kent, Omnibus Proprietor Rochester Pet March 22 Ord March 22
COOPER, WILLIAM JAMES, Bristol, Plumber Bristol Pet March 6 Ord March 22
CROSSLEY, JOHN, sen, New Tredegar, Fishmonger Tredegar Pet March 22 Ord March 22
DELL, PHILIP CHARLES, Chesham, Bucks, Brewer Aylesbury Pet Feb 18 Ord March 18
DUCKHAM, ALFRED EDWIN, Newport, Mon, Butcher Newport, Mon Pet March 20 Ord March 20
EARL, ALFRED, Cardiff, Coal Dealer Cardiff Pet March 15 Ord March 22
EDWARDS, ELIZABETH, Hereford Hereford Pet March 2 Ord March 21
EDWARDS, WILLIAM, Pontycymmre, Glam, Grocer Cardiff Pet March 21 Ord March 21
FLINTOFF, JAMES WILLIAM, Blackburn, Drug Store Proprietor Blackburn Pet Feb 24 Ord March 22
FOX, WILLIAM HENRY, Barking, Essex, Coffee-house Keeper High Court Pet March 20 Ord March 20
HARPER, EDWARD WILLIAMS, Prestatyn, Flint. Station Master Bangor Pet March 22 Ord March 22
HARRISON, GEORGE THOMAS, Bridlington Quay, Yorks, Draper Scarborough Pet March 20 Ord March 20
HAZARD, CHARLES, Ryde, I W, Baker Newport Pet March 14 Ord March 20
HUGHES, THOMAS, Heddington, nr Calne, Wilts, Farmer Swindon Pet March 22 Ord March 22
JENKINS, ALFRED, Swansea, Tailor Swansea Pet March 20 Ord March 20
JOSLIN, SAMUEL JAMES, Plymouth, Carter Plymouth Pet March 21 Ord March 21
LACEY, HARRY WILFRED LONG, Plymouth, Plasterer Plymouth Pet March 22 Ord March 22
LAKE, THOMAS HENRY, Truro, Merchant Truro Pet March 2 Ord March 21
MARTON, JAMES HENRY, Upper Clapton rd, Provision Dealer High Court Pet Feb 27 Ord March 18
MASSEY, ABRAHAM, Leicester, Farmer Leicester Pet March 21 Ord March 21
MORTER, THOMAS YORK, Colchester, Photographer Colchester Pet March 22 Ord March 22
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REECE, MARY, Lower Pontnewydd, Mon, Grocer Newport, Mon Pet March 17 Ord March 17
RICE, JOHN WALTER, Landport, Hants, Confectioner Portsmouth Pet March 18 Ord March 18
ROBINSON, JOSEPH, Sheffield, Builder Sheffield Pet March 21 Ord March 21
ROSSER, HERBERT, West Dean, Gloucester, Collier Newport, Mon Pet March 22 Ord March 22
SMALES, CHARLES HENRY, Consett, Durham, General Dealer Newcastle on Tyne Pet March 18 Ord March 20
SPARKS, ALFRED HENRY, Ilford, Essex, Builder Chelmsford Pet Feb 25 Ord March 18
THOMAS, JOHN, and WILLIAM HUGHES, Aintree, nr Liverpool, Builders Liverpool Pet Feb 17 Ord March 21
TROTTER, WILLIAM, Rufforth, Yorks, Innkeeper York Pet March 21 Ord March 21
WILLIS, GEORGE WILLIAM, and THOMAS FREDERICK SIMPSON, Northampton, Shoe Manufacturers Northampton Pet March 18 Ord March 18
YARWOOD, JOSEPH, Halebank, Lancs, Licensed Victualler Liverpool Pet March 22 Ord March 22

London Gazette.—TUESDAY, March 28.

RECEIVING ORDERS.

AWORTH, CHARLES, Croydon Pet March 8 Ord March 21
BEALL, EDWARD, Copthall av, Solicitor High Court Pet March 23 Ord March 23
BRADBURY, JOHN, Aston juxta Birmingham, Engineer Birmingham Pet March 24 Ord March 24
BURLISON, ROBERT, Bishop Auckland, Durham, Joiner Durham Pet March 25 Ord March 25
CALLAGHAM, RICHARD, Wokingham, Fruiterer Reading Pet March 23 Ord March 23
CHATFIELD, CHARLES, Derby Derby Pet March 25 Ord March 25
CHATTERTON, JOHN, Birmingham, Cab Proprietor Birmingham Pet March 23 Ord March 23
CHESHIRE, HENRY, Nottingham Nottingham Pet March 24 Ord March 24
COWTON, JOSEPH, Bridlington, Tailor Scarborough Pet March 22 Ord March 22
CURTIS, CHARLES HENRY, Rayleigh, Essex Chelmsford Pet Nov 21 Ord March 22
D'ALCORN, HENRI, Wych st, Strand, Music Publisher High Court Pet March 24 Ord March 24
DIBBS, WILLIAM SOLOMON, Charlotte st, Fitzroy sq, Licensed Victualler High Court Pet March 1 Ord March 24
DOBINSON, GEORGE EDWARD, Stockton on Tees Stockton on Tees Pet March 24 Ord March 24
FISHER, WALTER ANDREW, Clevedon, Somerset, Grocer Bristol Pet March 25 Ord March 25
FLINTOFF, CHARLES HENRY, Peterborough, Tinman Peterborough Pet March Ord March 25
FORSE, ARTHUR FREDERICK, Leyton, Builder Chelmsford Pet March 23 Ord March 23
FOY, FREDERICK ARTHUR, Hampton Hill, Draper Kingston, Surrey Pet March 7 Ord March 23
HAGGETT, F & Co, Bristol, Grocers Bristol Pet March 11 Ord March 23
HARRIS, THOMAS DAVID, Blackwood, Mon, Oil Dealer Newport, Mon Pet March 25 Ord March 25
HASTIE, GUY LAVIE HOWARTH, Thames Ditton, Surrey Kingston, Surrey Pet March 23 Ord March 23
HUGHES, DAVID JOHN, Maestag, Glam, Grocer Cardiff Pet March 23 Ord March 23
JOBBORN, MOSES, Willenhall, Staffs, Organ Builder Wolverhampton Pet March 25 Ord March 25
KEAST, JOHN, Kenwyn, Cornwall, Woodman Truro Pet March 22 Ord March 22
KERRIDGE, WILLIAM, Mistley, Essex, General Dealer Colchester Pet March 24 Ord March 24
KNIGHT, JAMES, Highampton, Devon, Farmer Plymouth Pet March 23 Ord March 23
LAWSON, ALEXANDER RAE, Glamorgan, Grocer Cardiff Pet March 23 Ord March 23
MADDOCK, FRANK, Salford Salford Pet March 23 Ord March 23
MORGANS, EDMUND, Swansea, Tailor Swansea Pet March 23 Ord March 23
PICKERING, WILLIAM, Gainsborough, Innkeeper Lincoln Pet March 23 Ord March 23
POTTS, JOSEPH, Whitley, Northumberland, Labourer Newcastle on Tyne Pet March 23 Ord March 23
ROBINSON, ERNEST J, Bexhill on Sea High Court Pet Jan 5 Ord March 23
SANDERSON, JAMES LYON PLAYFAIR, Marble Arch mansions, Oxford st, Brick Manufacturer High Court Pet March 24 Ord March 24
SCHJOTT, EDWARD PETER, Garden ct, Temple, Barrister High Court Pet March 7 Ord March 23
TAYLOR, ALFRED, Leeds, Nurseryman Leeds Pet March 22 Ord March 22
TOMLINSON, CHARLES LUDLAM, Hampstead, Merchant's Buyer High Court Pet March 24 Ord March 24
VOIGT, EDWARD, Clapham, Hotel Manager High Court Pet March 24 Ord March 24
WARREN, HENRY, Bramshott, Hants, Paper Manufacturer Portsmouth Pet March 11 Ord March 24
WELLS, FREDERICK, Brighton, Dentist Brighton Pet March 23 Ord March 23
WESTHEAD, JOHN, Lytham, Lancs, Painter Preston Pet March 24 Ord March 24
WILLETTS, JAMES FREDERICK, Goswell rd High Court Pet March 3 Ord March 23
WILTSHIRE, FRANCIS, Wroughton, Wilts, Farmer Swindon Pet March 24 Ord March 24
WRIGHT, FREDERIC CHARLES, Tasburgh, Norfolk, Bricklayer Norwich Pet March 25 Ord March 25
WRIGHT, SAMUEL, ARTHUR WRIGHT, and THOMAS GEORGE BUTCHER, Hunslet, Leeds, Tallow Refiners Leeds Pet March 24 Ord March 24
Amended notice substituted for that published in the London Gazette of March 3:
AVERY, WILLIAM, and WILLIAM JESSE AVERY, East Grinstead, Butchers Tunbridge Wells Pet March 1 Ord March 1
Amended notice substituted for that published in the London Gazette of March 17:
HAILS, MATTHEW, Langley Moor, Stoneman Durham Pet March 13 Ord March 13

RECEIVING ORDER RESCINDED.

STEPHENSON, BENJAMIN CHARLES, Primrose mnsns, Battersea pk Wandsworth Rec ord Sept 22, 1898 Rese Feb 3, 1899

FIRST MEETINGS.

ATKINSON, THOMAS, Alnmouth, Northumberland, Builder April 5 at 11.30 Off Rec, Mosley chmbrs, Newcastle on Tyne
BOWKETT, WILLIAM HENRY, Wolverhampton, Greengrocer April 12 at 10 Off Rec, Wolverhampton
BRADSHAW, HARRY, Barking, Boot Retailer April 6 at 12 Bankruptcy bldgs, Carey st
BUDD, HARRY BENTINCK, Lingfield, Surrey April 7 at 12.30 Grosvenor Hall, London rd, East Grinstead
CARE, THOMAS, Goodge st, Tottenham Court rd, Licensed Victualler April 7 at 12 Bankruptcy bldgs, Carey st
CHAPPLE, THOMAS AYRE, Kingston, Somerset, Cab Proprietor April 5 at 11 Off Rec, 58, Hammet st, Taunton
CLARKE, WILLIAM, Cardiff, Butcher April 6 at 11 117, St Mary st, Cardiff
COCHLIN, AUGUSTUS CHARLES THODOR, Cardiff, General Dealer April 5 at 11 117, St Mary st, Cardiff
COLE, SAMUEL, Newington green, Builder April 8 at 11.30 Off Rec, 95, Temple chmbrs, Temple av
CORBETT, THOMAS BURGESS, Crewe, Boot Dealer April 7 at 11 Royal Hotel, Crewe
CRAVEN, EDGAR JOSEPH, Thornton, nr Bradford April 6 at 3 Off Rec, 22, Park row, Leeds
DRIBERG, FREDERICK HUGH WILLIAM STIRLING, St Philip's, Bristol, Box Manufacturer April 12 at 12.15 Off Rec, Baldwin st, Bristol
EVANS, ROBERT JOHN, Park Crescent mews West, Regent's pk, Cab Driver April 7 at 11 Bankruptcy bldgs, Carey st
FOSTER, SAMUEL, Leicester, Boot Manufacturer April 6 at 12.30 Off Rec, 1, Berridge st, Leicester
FOX, WILLIAM HENRY, Barking, Coffee-house Keeper April 6 at 11 Bankruptcy bldgs, Carey st
FREELEY, THOMAS, Southampton, Warehouseman April 11 at 3 Chamber of Commerce, 143, Cheapside
GANGE, EDMUND FORTESCUE, Bristol, Company Promoter April 12 at 12.15 Off Rec, Baldwin st, Bristol
HAGGETT, F, & Co, Bristol, Grocers April 12 at 1 Off Rec, Baldwin st, Bristol
JAMES, ARCHIBALD HOWARD HODGES, Burton, Pembroke, Farmer April 4 at 11 Castle Hotel, Haverfordwest
KEAST, JOHN, Kenwyn, Cornwall, Woodman April 5 at 12 Off Rec, Boscawen st, Truro
KERRIDGE, WILLIAM, Mistley, Essex, General Dealer April 7 at 11 Cups Hotel, Colchester
MADDOCK, FRANK, Salford April 6 at 2.30 Off Rec, Byrom st, Manchester
MARR, JAMES WILLIAM HAMILTON, Birmingham, Banker April 7 at 11 174, Corporation st, Birmingham
MEENZ, ALBERT PHILLIP, Wakefield, Foundry Labourer April 6 at 11 Off Rec, 6, Bond terrace, Wakefield
MORTER, THOMAS YORK, Colchester, Photographer April 7 at 11.30 Cups Hotel, Colchester
PRAED, WINTHROP MACKWORTH, Blandford, Dorsets, Wholesale Draper April 7 at 12.30 Crown Hotel, Blandford
PRICE, ARTHUR JAMES, Newport, Mon, Grocer April 6 at 1 Off Rec, Westgate chmbrs, Newport, Mon
REECE, MARY, Lower Pontnewydd, Mon, Grocer April 6 at 12.30 Off Rec, Westgate chmbrs, Newport, Mon
ROSE, CHARLES, Walsall, Ironmonger April 6 at 11 Off Rec, Walsall
SALMON, THOMAS HENRY, Kettering, Engineer April 11 at 11 Off Rec, County Court bldgs, Sheep st, Northampton
SHACKLETON, BELTON, and WALTER HALL JONES, Bradford, Engineers April 6 at 12 Off Rec, 31, Manor row, Bradford
SPARKS, JOHN, Brixham, Devon April 7 at 11 6, Athenæum ter, Plymouth
STEEDS, JAMES WILLIAM, Batcombe, Somerset, Licensed Victualler April 12 at 12 Off Rec, Baldwin st, Bristol
STUBBS, RICHARD JOHN, Hednesford, Staffs, Grocer April 6 at 11.30 Off Rec, Walsall
THOMAS, THOMAS, Penrhiwceibr, Glam, Grocer April 5 at 1 135, High st, Merthyr Tydfil
WELLS, FREDERICK, Brighton, Dentist April 6 at 2.30 Off Rec, Pavilion bldgs, Brighton
WILKINSON, THOMAS HENRY, Leicester, Paperhanger April 7 at 12.30 Off Rec, 1, Berridge st, Leicester

WOODALL, THOMAS, Castleford, Yorks, Fruiterer April 6 at 11.30 Off Rec, 6, Bond ter, Wakefield

YOLE, HENRY, Lifton, Devon, Farmer April 7 at 10.30 6, Athenæum ter, Plymouth

Amended notice substituted for that published in the London Gazette of March 21:

DALLEN, EDWIN WILLIAM, Gloucester, Coal Merchant March 30 at 12 Off Rec, Station rd, Gloucester

ADJUDICATIONS.

BEALE, WALTER, Hounslow, Builder Brentford Pet Dec 9 Ord March 24

BEALL, EDWARD, Copthall av, Solicitor High Court Pet March 23 Ord March 23

BERRY, MARTIN, Albrighton, Salop, Commission Agent Madeley Pet March 16 Ord March 24

BRADBURY, JOHN, Aston juxta Birmingham, Engineer Birmingham Pet March 24 Ord March 24

BURLISON, ROBERT, Bishop Auckland, Durham, Joiner Durham Pet March 25 Ord March 25

CALLAGHAN, RICHARD, Wokingham, Fruiterer Reading Pet March 23 Ord March 23

CHATFIELD, CHARLES, Derby Derby Pet March 25 Ord March 25

CHATTERTON, JOHN, Birmingham, Cab Proprietor Birmingham Pet March 23 Ord March 23

CHESHIRE, HENRY, Nottingham Nottingham Pet March 24 Ord March 24

CONNOLLY, MADELINE, Cleveland st, Fitzroy sq High Court Pet March 16 Ord March 18

COWTON, JOSEPH, Bridlington, Tailor Scarborough Pet March 22 Ord March 22

DOBINSON, GEORGE EDWARD, Stockton on Tees Stockton on Tees Pet March 24 Ord March 24

EVANS, ROBERT JOHN, Park cres mews West, Regent's Park, Cab Driver High Court Pet March 21 Ord March 23

FISHER, WALTER ANDREW, Clevedon, Somerset, Grocer Bristol Pet March 25 Ord March 25

FLINTOFT, CHARLES HENRY, Peterborough, Tinman Peterborough Pet March 25 Ord March 25

FORSE, ARTHUR FREDERICK, Leyton, Builder Chelmsford Pet March 23 Ord March 23

FOSTER, ETHELBERT, Widnes, Lancs, Chemical Manufacturer Liverpool Pet March 9 Ord March 24

HARRIS, THOMAS DAVID, Blackwood, Oil Dealer Newport Mon Pet March 25 Ord March 25

HASTIE, GUY LAVIE HOWARTH, Thames Ditton, Surrey Kingston, Surrey Pet March 23 Ord March 23

HUGHES, DAVID JOHN, Maesteg, Grocer Cardiff Pet March 23 Ord March 23

HUGHES, JOSEPH, Golbourne rd, Notting Hill, Butcher High Court Pet Feb 20 Ord March 23

JAMES, ARCHIBALD HOWARD HODGES, Burton, Pembroke, Farmer Pembroke Dock Pet March 4 Ord March 25

KEAST, JOHN, Kenwyn, Cornwall, Woodman Truro Pet March 22 Ord March 22

KERRIDGE, WILLIAM, Mistley, Essex, General Dealer Colchester Pet March 24 Ord March 24

KNIGHT, JAMES, Highampton, Devon, Farmer Plymouth Pet March 23 Ord March 23

LAWSON, ALEXANDER RAE, Barry, Glam, Grocer Cardiff Pet March 23 Ord March 23

LOE, ARTHUR FRANK, and JOHN HENRY HOWARD, Guildford, Surrey, Builders Guildford Pet March 8 Ord March 25

MADDOCK, FRANK, Salford Salford Pet March 23 Ord March 24

MARSON, FREDERICK, Leicester, Electrician Leicester Pet March 6 Ord March 23

MORGANS, EDMUND, Swansea, Tailor Swansea Pet March 23 Ord March 23

PARKIN, WILLIAM HENRY, Horsforth, nr Leeds, Stone Merchant Leeds Pet March 18 Ord March 18

PENNY, JEREMIAH, Weston super Mare Bridgwater Pet March 4 Ord March 23

PICKERING, WILLIAM, Gainsborough, Innkeeper Lincoln Pet March 23 Ord March 23

POTTS, JOSEPH, Whitley, Northumberland, Labourer Newcastle on Tyne Pet March 23 Ord March 23

RIST, FREDERICK ROBERT, Thetford, Norfolk, Flour Merchant Norwich Pet March 10 Ord March 24

SWALES, THOMAS STEPHENS, Leeds Leeds Pet March 18 Ord March 18

TAYLOR, ALFRED, Leeds, Nurseryman Leeds Pet March 22 Ord March 22

VOIGT, EDWARD, Clapham, Hotel Manager High Court Pet March 24 Ord March 24

WELLS, FREDERICK, Brighton, Dentist Brighton Pet March 23 Ord March 23

WESTHEAD, JOHN, Lytham, Lancs, Painter Preston Pet March 24 Ord March 24

WILTSHIRE, FRANCIS, Wroughton, Wilts, Farmer Swindon Pet March 24 Ord March 24

WRIGHT, FREDERICK CHARLES, Tasburgh, Norfolk, Bricklayer Norwich Pet March 25 Ord March 25

WRIGHT, SAMUEL, ARTHUR WRIGHT, and THOMAS GEORGE BUTCHER, Hunslet, Leeds, Tallow Refiners Leeds Pet March 24 Ord March 24

Amended notice substituted for that published in the London Gazette of February 14:

GLOBER, LEWIS SOLOMON, Leeds, Tailor, Leeds Pet Feb 10 Ord Feb 10

Amended notice substituted for that published in the London Gazette of March 3:

AVERY, WILLIAM, and WILLIAM JESSE AVERY, East Grinstead, Butchers Tunbridge Wells Pet March 1 Ord March 1

Amended notice substituted for that published in the London Gazette of March 17:

HAILS, MATTHEW, Langley Moor, Durham, Stoneman Durham Pet March 13 Ord March 13